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ABSTRACT

Collective bargaining agreements between the boards of trustees and faculty associations of 10 selected community colleges in Kansas are presented, representing contracts in effect in 1987. Contracts for the following colleges are included: Butler County Community College, Dodge City Community College, Fort Scott Community College, Garden City Community College, Hutchinson Community College, Independence Community College, Johnson County Community College, Kansas City Kansas Community College, Labette Community College, and Pratt Community College. With some variation among the agreements in terms of coverage and detail, the following topics are dealt with: bargaining agent recognition; probation period; professional workload; retained rights; grievance procedures; reduction in force and recall; personal and professional leaves of absence; personnel files; evaluation procedures, teacher discipline, suspension, termination, and nonrenewal; extra-curricular involvement and committee assignments; outside employment; salary and fringe benefits; insurance; retirement; a savings clause; and the duration, termination, and renewal of the agreement. Salary schedules are appended to many of the agreements. (EJV)

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SELECTED COLLECTIVE BARGAINING AGREEMENTS OF KANSAS TWO-YEAR COLLEGES

Collected by the
National Education Association
Washington, DC

JC 870 511

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AGREEMENT

Between

THE BUTLER COUNTY COMMUNITY COLLEGE

and

THE BUTLER COUNTY COMMUNITY
COLLEGE EDUCATION ASSOCIATION

For the School Year 1986-1987

INDEX

Page

INTRODUCTION 1

ARTICLE I - SCHOOL YEAR CONTRACT 1

ARTICLE II - PROBATIONARY STATUS 1-2

ARTICLE III - CLASSROOM INSTRUCTION. 3

ARTICLE IV - PROFESSIONAL WORKLOAD 3-4

- A. Normal Professional Workload. 3
- B. Hours on Campus 3-4
- C. Class Size. 4
- D. Division Chairmen 4
- E. Reporting for Duty. 4

ARTICLE V - RETAINED RIGHTS. 4-6

ARTICLE VI - GRIEVANCE PROCEDURE 6-9

- A. Procedures. 6-8
- B. Rules 8-9

ARTICLE VII - REDUCTION IN FORCE 9-11

- A. Selection 9-11
- B. Service and Benefits. 11
- C. Reemployment. 11

ARTICLE VIII - SICK LEAVE BENEFITS 11-13

ARTICLE IX - PERSONAL LEAVE. 13

ARTICLE X - OTHER LEAVE 13

ARTICLE XI - WITNESS AND JURY SERVICE. 14

ARTICLE XII - PROFESSIONAL LEAVE 14

ARTICLE XIII - SABBATICAL LEAVE. 15-17

- A. Eligibility and Payment 15
- B. Requests for Leave. 15
- C. Additional Considerations for Leave 16
- D. Gainful Employment on Leave 16
- E. Report. 16-17

ARTICLE XIV - MILITARY LEAVE 17

ARTICLE XV - MEDICAL (INCLUDING MATERNITY) LEAVE 17

ARTICLE XVI - APPLICATION FOR LEAVES OF ABSENCE 18

ARTICLE XVII - EVALUATION OF ADMINISTRATORS. 18

ARTICLE XVIII - PROFESSIONAL EMPLOYEES' SUBSTITUTES. . . . 18

ARTICLE XVIX - EXTRA-CURRICULAR INVOLVEMENT AND COMMITTEE ASSIGNMENTS 19

A. General 19
B. Committee and Extra-Curricular Student-Related Activities. 19
C. Sponsors. 19

ARTICLE XX - OUTSIDE EMPLOYMENT. 19-20

ARTICLE XXI - PROHIBITED SALES 20

ARTICLE XXII - SALARY. 20-24

A. Salary Commitment 20
B. Base Salary 20
C. Placement of New Professional Employees 20-21
D. Advancement 21
E. 1985-1986 Salary Increase for All Existing Professional Employees 21
F. Exceptions. 21-22
G. Future Salary Changes 22
H. Overload Pay. 22-23
I. Off Campus Pay. 23
J. Summer School Pay 23
K. Cancelled Night Class Pay 24
L. Bank Deposit. 24

ARTICLE XXIII - GROUP INSURANCE. 24

ARTICLE XXIV - RETIREMENT AGE. 24-25

ARTICLE XXV - DUES DEDUCTION 25

ARTICLE XXVI - SAVINGS CLAUSE. 25

ARTICLE XXVII - GENDER 26

5

INTRODUCTION

The Board of Trustees of The Butler County Community College (hereinafter referred to as the "Board") and The Butler County Community College Education Association (hereinafter referred to as the "Association"), as representative of the full-time professional employees (as defined in K.S.A. 72-5413) of The Butler County Community College (hereinafter referred to as "Professional Employees"), enter into this Agreement covering the following terms and conditions of professional service for the school year 1986-1987.

ARTICLE I

SCHOOL YEAR CONTRACT

The school year contract will consist of 185 working days for all Professional Employees, unless otherwise agreed. Additional compensation for services rendered by Professional Employees beyond the specifications in this contract shall be stated in separate agreements, which shall set forth the additional time, the nature of the task, and the terms of remuneration.

ARTICLE II

PROBATIONARY STATUS

All individuals who have been actively employed as Professional Employees by the Butler County Community College (hereinafter referred to as the "College") before July 1, 1986, together with all individuals who have been actively employed as Professional Employees by the College after July 1, 1986, but who have completed the years of employment requirements in any school district, area vocational-technical school or community college in this State as provided by Sections 1, 2 or 3 of K.S.A. 72-5445(a) shall be deemed to be in a probationary status during their first two (2) consecutive years of full-time employment at the College. All individuals who have become actively employed as Professional Employees by the college after July 1, 1986, who have not completed the years of employment requirements in any school district, area vocational-technical school or community college in this State as provided by Sections 1, 2 or 3 of K.S.A. 72-5445(a) shall be deemed to be in a probationary status during their first three (3) consecutive years of full-time employment at the College. Any contract with any such employee may or may not be renewed as the Board shall determine without further liability to either party. The reasons for the non-renewal shall be left to the discretion of the Board and shall not be subject to challenge, except that its decision shall not be based on legally impermissible grounds. In the event of non-renewal, the Board, or its authorized representative, shall so notify the probationary employee in writing. A Professional Employee on probationary status shall have no seniority rights but shall be entitled during employment to the same economic benefits that are provided for other Professional Employees.

ARTICLE III

CLASSROOM INSTRUCTION

The major responsibility of Professional Employees at The Butler County Community College is to provide effective instruction in the classroom. This responsibility includes preparation, planning (both long-range and immediate), understanding and application of sound professional teaching methods, and the development and maintenance of effective student, professional employee, and community relationships. The Professional Employee must conduct himself in such a way as to set an example of good citizenship and in a way which will command the respect of students, other Professional Employees, and the community.

ARTICLE IV

PROFESSIONAL WORKLOAD

A. Normal Professional Workload. The normal professional workload shall consist of fifteen (15) credit hours or their equivalent per semester, or thirty (30) credit hours or their equivalent per year. The normal professional workload may be assigned for any combination of day or night, and on or off campus.

B. Hours on Campus. Professional Employees shall be required to be on campus for thirty-five (35) hours per week. If a Professional Employee's normal professional workload includes night or off-campus classes, a pro rata reduction for travel time and classroom time will be made from the number of hours the Professional Employee is required to be on campus.

C. Class Size. Maximum class sizes will be determined by the Vice President after consultation with the Division Chairman. If, however, unusual enrollment necessitates an increase in the established class size, the Vice President after consultation with the Division Chairman will take steps to prevent unbalanced class loads. Professional Employees will be notified of class sizes prior to implementation, and they may request consultation with the Vice President concerning the same.

D. Division Chairmen. Both parties agree that it is desirable for the Division Chairmen to maintain contact with the classroom. When, in the Vice President's opinion, workloads permit, Division Chairmen shall be assigned appropriate teaching duties. The teaching load of the Division Chairmen shall not exceed fifteen (15) credit hours per calendar year.

E. Reporting for Duty. All Professional Employees shall report for duty on the date each year specified by the President.

ARTICLE V

RETAINED RIGHTS

The Board shall operate and manage the College. It is understood that the rights of Professional Employees are set forth throughout the balance of this Agreement. Such rights shall not be abridged by this Retained Rights clause. However, subject only to the express limitations set forth elsewhere in this Agreement, the Board shall continue to hire, transfer, promote and demote employees; to discipline, reprimand, suspend or discharge employees for just cause; to lay off and recall employees; to determine work load, office hours, qualifications for advancement, assignment of work, and select Professional Employees (and Division Chairmen, following the review of recommendations, if any, from concerned faculty); to make administrative evaluation of employees; to extend contracts; to determine the number of employees to be used in any classification or activity; to prepare, enter into and execute employment contracts between any Professional Employee and the Board which shall include by reference this Agreement; to determine the period, curriculum and length of any school term or course; to establish or modify rules, regulations and practices, but which shall not set aside other terms of this Agreement; to close down or move the College or any part thereof or to curtail operations; to establish new departments or operations and to discontinue existing departments or operations, in whole or in part; to purchase or acquire and to sell or dispose of any assets; to control, maintain and regulate the use of buildings, equipment and other property of the College; to introduce new or improved methods or equipment; to subcontract work as the Board deems necessary or desirable; to determine the number and location of operations, services and courses; and otherwise, generally to manage the college and direct the employees. The above rights are not all inclusive but enumerate by way of illustration the type of rights which belong to the Board. All other rights, powers or authority which the Board had prior to the signing of this Agreement are retained by it, except those which have been specifically abridged, delegated or modified by this Agreement; it being understood and agreed that nothing in this Agreement shall restrict or modify the rights and duties of the Board as provided by law.

ARTICLE VI

GRIEVANCE PROCEDURE

Grievances of a Professional Employee with respect to the interpretation or application of this Agreement (except matters relating to termination and non-renewal, which shall be handled in accordance with the other provisions of this Agreement and subject to the provisions of K.S.A. 1976 Supp. 72-5436, et seq., as amended) shall be handled as follows:

A. Procedures

Step 1. Informal Procedure - The grievant shall request an informal conference with the Vice President within five (5) days after the grievant is aware of the grievance. The appropriate Division Chairman may attend this conference if requested to do so by either party.

Step 2. Formal Grievance Procedure - If the grievant has been unable to have a conference with the appropriate Dean within five (5) days of the above request, or if the grievance is not resolved through the Informal Procedure set forth in Step 1, the grievant may file a grievance in writing stating in detail the facts of which he complains and the provisions of the Agreement which are alleged to have been violated. Grievances must be filed within fourteen (14) days after the grievant is aware or reasonably could have been aware of the facts upon which the grievance is based, and in any event within six (6) months after the facts or events upon which the grievance is based. Grievances shall be deemed filed when delivered in writing to the President of the College or his designee. One copy of the grievance shall be delivered to the President's office, one to the Association's Welfare Committee Chairman, one to the appropriate Dean or Vice President, one to the Division Chairman, and one shall be kept by the grievant.

The President will review the grievance and the record of the above procedures, together with any additional information or oral argument presented by the grievant. The President, at his discretion, may also hear other information or oral argument. Within ten (10) days after delivery of the grievance at his office, the President shall render his written decision. He shall deliver one copy of the decision to the grievant, one copy to the Association's Welfare Committee Chairman, one copy to the appropriate Dean or Vice President, and one copy to the Division Chairman.

If a solution satisfactory to the grievant and the administration has not been reached through the above procedures, the grievant may appeal the decision in writing to the Board within five (5) days after his receipt of the President's decision. The Board or its designee(s) will review the grievance and the record of the above procedures and hear the matter in dispute within thirty (30) days after the matter is presented to them. Any pertinent evidence or argument which the grievant desires to submit or which the Board deems necessary may be presented at such hearing and the parties shall have the right to cross-examine witnesses who are called to testify. The Board will thereafter render its decision in writing within thirty (30) days after the final evidence or information is submitted. One copy of the Board's decision shall be delivered to the grievant, one copy to the President, one copy to the Association's Welfare Committee Chairman, one copy to the appropriate Dean or Vice President, and one copy to the Division Chairman.

B. Rules

Grievances shall be processed according to the following rules:

1. If at any stage of the grievance procedure, the grievant does not take the next step within the time allotted, the grievance shall be settled in the manner recommended or decided by the Administration at the last step.

2. All reference to number of days in this procedure shall be determined to mean working school days. In the event grievances are not filed or processed by the grievant in the

manner and within the times set forth above, they shall be forever barred.

3. Grievances shall be processed as rapidly as possible. The number of days indicated at each level shall be considered a maximum and every effort shall be made to expedite the process in a shorter period of time. The parties may mutually agree in writing to extend any of such time periods.

4. It is agreed that the aggrieved party may request information in the possession of the Board necessary for the processing of said grievance.

5. The grievant may withdraw the grievance at any level.

6. The grievant shall have the right to have counsel or an Association representative present with him at each phase in the formal grievance procedure.

7. All documents, communications and records dealing with the processing of grievances shall be filed separately from the personnel files of Professional Employees.

8. It is agreed that nothing in the above procedures shall be interpreted in such a way as to modify or reduce the rights guaranteed under the Constitution and laws of the United States and the State of Kansas.

ARTICLE VII

REDUCTION IN FORCE

A. Selection. If the Board determines that there is to be a reduction in force which will result in termination or non-renewal of any non-probationary, full-time Professional Employee(s), the following procedure shall be followed:

1. The division and/or teaching area as determined by the Administration, where such reduction is to take place, shall be designated by the Administration after consultation with the Division Chairman concerned.

2. Consideration shall be given to any Professional Employee who desires early retirement.

3. Temporary or part-time employees shall be released before regular, full-time Professional Employees, provided the latter are qualified to carry out the assignments of such employees.

4. The Professional Employee(s) in the division and/or teaching area designated by the Administration who has the least seniority (i.e., continuous service as a regular, full-time Professional Employee since his last date of hire at the College) shall be selected for termination or non-renewal. If two or more Professional Employees have the same seniority, the one with the highest number of credit hours in the teaching area in question will be released last.

5. If the Professional Employee to be released has more seniority than a Professional Employee (in another teaching area or division) named by the Professional Employee to be released, he may take the full workload of classes or courses assigned to such other Professional Employee, provided he makes such selection immediately and he is qualified to teach all of the classes or courses which such junior

Professional Employee is schedule to teach at the time the termination or non-renewal is scheduled to take place.

B. Service and Benefits. Professional Employees shall retain credit for their length of service up to the time of termination or non-renewal under Section A of this Article, but shall not be entitled to earn additional credit for service or receive benefits, thereafter.

C. Reemployment. Professional Employees who are terminated or their contracts are not renewed under this Article shall retain the right to reemployment until sixteen (16) months after the day the Professional Employee's last regular contract was scheduled to terminate, and if the Board decides additional Professional Employees are needed during this time, those shall be eligible for reinstatement, using the same criteria as was used above to determine retention, including the qualification to teach the full normal workload of classes or courses as assigned by the Administration. Any Professional Employees who are not reemployed during this period shall be considered finally terminated at that time without liability to either party.

ARTICLE VIII

SICK LEAVE BENEFITS

Professional Employees with less than ten (10) years of service shall receive fifteen (15) days sick leave per year of service and may accumulate unused sick leave to a total of ninety (90) days. Professional Employees with ten or more

16

years of service may receive fifteen (15) days sick leave per year of service and may accumulate up to one hundred twenty (120) days. Sick leave shall only be used for illness or injury of the employee, including the time during which a Professional Employee is physically unable to perform normal teaching assignments because of childbearing; provided, five (5) days of sick leave allowed each year may be used for death or illness of others, at the option of the Professional Employee.

No Professional Employee may be assessed more than one (1) day of sick leave in any one calendar day. Days used as sick leave shall be working school days.

For each working school day an employee is absent because of illness or injury, including inability to work because of childbearing, as set forth above, after sick leave allowances are exhausted, deductions shall be made from the Professional Employee's salary in an amount equal to the pay of a substitute; or, at the option of a Professional Employee who has been continuously employed with the College for a period of five (5) years or more, he shall be entitled to one-half (1/2) his contract salary for the remainder of the contract year.

Payment for sick leave shall be subject, when requested by the Board, to medical certification from the employee's physician or, at the Board's option, from the Board's physician.

No Professional Employee on probationary status or his estate shall receive pay for accumulated sick leave at the time he terminates his service with the College.

When a Professional Employee with at least three (3) consecutive years of service with the College terminates his service, the Board will make a cash payment reflecting his accumulated sick leave up to a maximum of fifteen (15) days. For this payment, a day's pay shall be computed as the annual base contract salary divided by 365.

ARTICLE IX

PERSONAL LEAVE

Each Professional Employee shall be allowed two (2) days per year of leave with pay for personal business, provided such Professional Employee gives notice of the requested leave to the Vice President (except in cases of emergency when such notice cannot be given), which is sufficient to allow the Vice President to notify students not to attend the Professional Employee's classes scheduled during such personal leave. These days of leave may accumulate up to a total of four (4) days.

ARTICLE X

OTHER LEAVE

The Administration may initiate and grant additional leave for purposes it believes will enhance the College program which shall not be charged to an individual's professional or personal leave time under provisions of this Agreement.

ARTICLE XI

WITNESS AND JURY SERVICE

Professional Employees who present a court subpoena or summons to their Division Chairman shall be granted a leave with pay to serve as a witness or on a jury; provided, any juror or witness fees shall be deducted from the Professional Employee's pay.

ARTICLE XII

PROFESSIONAL LEAVE

The Board encourages Professional Employees to belong to local, state and national professional education associations and to attend and participate in their meetings and activities. Professional Employees shall be entitled to receive professional leave of up to five (5) days per year, without loss of pay, to be used for attending or participating in conferences, meetings, or other activities not related to labor relations which contribute to the professional enrichment of the Professional Employee and which will ultimately benefit the College, other Professional Employees, and students.

Professional Employees who are invited to make presentations of an educational advancement at professional meetings shall receive payment for actual expenses incurred for attending such meetings if those expenses are not paid by the organization sponsoring the meeting. All such expenses shall be recommended for payment by the Board only after they have been approved in advance by the Vice President and President.

ARTICLE XIII

SABBATICAL LEAVE

A. Eligibility and Payment. A Professional Employee who has at least six (6) consecutive years of full-time service with the College since his last date of hire or since his last sabbatical leave, will be eligible for consideration for sabbatical leave. Sabbatical leaves shall be used by the Professional Employee for further education, educational travel, or other activities which benefit both the Professional Employee and the College. A Professional Employee who is granted a sabbatical leave shall make his services available to the College for two (2) full years following the leave. The Professional Employee shall be subject to the terms of this Agreement, including non-renewal and termination, during such sabbatical leave and after his return. Sabbatical leaves which are granted by the Board shall be on the terms set forth by it and may be in the form of two (2) semesters at half pay or one (1) semester at full pay, as the Board shall determine.

B. Requests for Leave. Any Professional Employee desiring consideration for appointment to a sabbatical leave should submit at least one (1) year prior to the time the leave is requested to begin, a request in writing to the President through the Division Chairman and the Vice President. Such request shall state the times when the desired sabbatical leave is to begin and to end and the activities in which the Professional Employee plans to engage.

C. Additional Considerations for Leave. Requests for sabbatical leaves shall also consider:

1. The seniority of the Professional Employees requesting the leave;

2. Whether the Professional Employee requesting the leave has requested such a leave before and been turned down;

3. The feasibility of the request, and its effect on the immediate needs of the College; and

4. The likelihood of finding a suitable replacement for the Professional Employee or of absorbing the employee's professional workload if the sabbatical leave is granted.

No more than two Professional Employees will be granted sabbatical leave during any one year.

D. Gainful Employment on Leave. If Professional Employees who are granted sabbatical leaves accept gainful employment, their compensation from such gainful employment shall be deducted from the College's payment during the sabbatical leave. As used in this paragraph, the term "gainful employment" shall not include assistantships, grants in aid, scholarships, or other gratuities or awards offered as rewards for scholarship. The Professional Employee who is granted sabbatical leave retains seniority and the right to all other employee benefits and is eligible for salary increases to which the employee would normally be entitled.

E. Report. Any Professional Employee who completes a sabbatical leave shall submit a written report of his activities during the leave to the President through his Division Chairman and Vice President.

ARTICLE XIV

MILITARY LEAVE

Professional Employees required to fulfill military service obligations shall be granted a military leave of absence without pay and shall be entitled to the benefits provided under the Selective Service Act of 1948, as amended.

ARTICLE XV

MEDICAL (INCLUDING MATERNITY) LEAVE

A medical leave of absence with such sick pay benefits as are applicable under Article VIII, Sick Leave Benefits, shall be granted upon written request for a reasonable period of time (not to exceed the then current school year) to any Professional Employee who because of illness, accident, or other medical reason (including childbearing by the Professional Employee), is physically unable to perform normal teaching assignments, provided the employee intends to return to work at the end of the leave. For purposes of such leave, "physical inability to perform the normal teaching assignments" shall be shown by medical certification from the employee's physician, or, at the Board's option, from the Board's physician.

ARTICLE XVI

APPLICATION FOR LEAVES OF ABSENCE

Leave of absence without pay may be taken for appropriate reasons upon mutual agreement of the Professional Employee and the Administration. Professional Employees who desire to take advantage of leaves of absence shall request such leaves in writing on forms provided by the Administration and shall give reasonable advance notice of such absence.

ARTICLE XVII

EVALUATION OF ADMINISTRATORS

The Professional Employees shall have the right to evaluate Administrators. Evaluation of all Administrators but the President shall be submitted to the President, and evaluation of the President shall be submitted to the Board.

ARTICLE XVIII

PROFESSIONAL EMPLOYEES' SUBSTITUTES

In the event that one Professional Employee teaches for another who is absent but who is not charged with a day of leave, the Board shall not be liable to pay the substitute Professional Employee, and the arrangement is strictly between the Professional Employees involved. If a day's leave is assessed to the absent Professional Employee, the substitute Professional Employee shall be paid at the rate of $10.00 per contact hour for regular credit hours and overload credit hours.

ARTICLE XIX

EXTRA-CURRICULAR INVOLVEMENT AND COMMITTEE ASSIGNMENTS

A. General. Professional Employees shall assist with final enrollment for the fall and spring semesters, student registration, student counseling and advising, sponsoring activities, chaperoning, and other duties. All Professional Employees shall be on campus and be available to assist during fall and spring final enrollment.

B. Committees and Extra-Curricular Student-Related Activities. Assignment to college committees is considered a regular part of a Professional Employee's duties, but no Professional Employee shall be responsible for serving on not more than two committees by administrative appointment. Professional Employees are expected to participate in a reasonable number of extra-curricular student-related college activities.

C. Sponsors. Sponsors of activities such as Student Council, drill team, pep band, cheerleaders, and coaches, and any other activities mutually agreed between the Professional Employee involved and the Administration, shall have a reduced professional workload to compensate them for time spent as such sponsors.

ARTICLE XX

OUTSIDE EMPLOYMENT

The primary obligation of Professional Employees is owed to The Butler County Community College. Professional Employees will not engage in outside employment on campus or with College facilities or where the employment affects adversely their professional status or impairs their standing with students, associates, or the community.

ARTICLE XXI

PROHIBITED SALES

Unless a Professional Employee has received permission from his appropriate Dean or Vice President, he shall not sell any product or service to the College or to employees or students of the College during his working hours nor on College property.

ARTICLE XXII

SALARY

A. Salary Commitment. Salary commitments are subject to the availability of budgetary resources as determined by the Board.

B. Base Salary. The following Base Salary shall be in effect for the 1986-1987 school year:

Masters Degree (MS)	$17,000.00
Less than Masters Degree	Negotiated between Administration and Professional Employee and ratified by Board of Trustees.

C. Placement of New Professional Employees. Professional Employees first employed for the 1986-1987 school year or thereafter shall be given a level designation based on their degree as set forth above, and may be granted one (1) increment of $500.00 above the base or his/her level for each year of teaching and/or work experience prior to coming to BCCC. Experience will be subject to evaluation and be direct related. Maximum for prior teaching and/or work experience to be $3,000.00.

D. Advancement. Professional Employees below the Masters Degree shall receive an increment of $325.00 for every additional 15 hours approved by Administration up to the Masters Degree. Professional Employees with a Masters Degree will receive $650.00 for each 15 additional hours (or equivalent) approved by Administration to take effect the beginning of their next contract year. Professional Employees anticipating a move to a new level should notify the Business Office in writing by May 1. Official transcripts or other information supporting this move must be filed in the Business Office by September 15, in order to authorize adjustment in salary.

E. 1986-1987 Salary Increase for All Existing Professional Employees. Each existing full-time Professional Employee under this Agreement shall receive a three and eight-tenths percent (3.8%) salary increase for the 1986-1987 school year, in addition to any increase obtained by Advancement under subsection D above.

F. Exceptions. The salary of a Professional Employee may be increased for any one year in case of unusual merit, or an increase provided by this Agreement may be withheld for any one year in case a Professional Employee is placed on probation if such exception, in judgment of the Board, would be for the best interest of the College.

G. Future Salary Changes. Salaries will be subject to change following negotiations which are opened by either party from time to time as provided by law.

H. Overload Pay. A Professional Employee whose professional workload exceeds thirty (30) credit hours per year shall be entitled to overload pay of $285.00 per credit hour (whether on or off campus); provided, overload classes of less than ten (10) will only be taught by mutual agreement of the Administration and the Professional Employee involved, who shall also agree upon the amount of overload pay for such reduced class.

A Professional Employee who is assigned any combination of thirty (30) credit hours per year shall not be entitled to an overload pay adjustment. For example, the Board may assign Professional Employees sixteen (16) credit hours the first semester and fourteen (14) credit hours the second semester, with no overload pay adjustment. The Board is not obligated to pay overload pay to a Professional Employee who teaches less than thirty (30) credit hours per year. However, there will be no reduction in basic contract salaries for Professional Employees who teach less than thirty (30) credit hours per year, exclusive of summer school.

If a Professional Employee receives an overload pay adjustment during the first semester, and because of enrollment decline or other factors during the second semester his total professional workload does not equal or exceed thirty (30) credit hours per year, the compensation of the Professional Employee will be reduced during the second semester in the amount of the overload pay received during the first semester. This reduction will be made in four (4) equal installments in February, March, April and May. Overload salaries for the fall semester shall be paid in September, October, November, December and January. Overload salaries for the spring semester shall be paid in February, March, April and May.

I. Off Campus Pay. If a Professional Employee is assigned an off campus class as part of his normal professional workload, he shall receive an additional $125.00 per credit hour of classes taught off campus.

J. Summer School Pay. Professional Employees teaching classes during summer school shall be compensated at the rate of $285.00 per credit hour of summer school classes taught. The contracts of Professional Employees for summer school classes shall be for a minimum of six (6) credit hours, unless Professional Employees agree with the Division Chairman and Vice President to teach less than six (6) credit hours during summer school, at the rate of $285.00 per credit hour taught.

Professional Employees whose summer school classes do not fill, and who do not decide to teach a reduced load at the rate of $285.00 per credit hour taught shall be assigned the equivalent of six (6) credit hours of summer work, or a fraction thereof, depending on the employee's workload.

K. Cancelled Night Class Pay. Professional Employees whose night classes do not fill shall be compensated at the rate of $10.00 per night for their time in helping with night enrollment, and $5.00 per clock hour for night classes which meet and are later cancelled.

L. Bank Deposit. Professional Employees may request that their paychecks be mailed directly to their banks for deposit. Professional Employees who desire this service shall provide addressed and stamped envelopes to their bank and evidence of their agreement with the bank to have paychecks mailed directly for deposit.

ARTICLE XXIII

GROUP INSURANCE

The Board shall pay up to $225.00 per month toward premiums for medical insurance sponsored by the College for all Professional Employees who elect to participate in such insurance program. Professional Employees who do not use the full $225.00 medical insurance allowance may purchase a Board-approved annuity with any unused portion of this $225.00 allowance.

ARTICLE XXIV

RETIREMENT AGE

There shall be mandatory retirement at age seventy (70) years. The Professional Employee shall finish out the school year in which he or she becomes 70 years of age. The Board may offer early retirement before age 70 on terms and conditions established by the Board.

ARTICLE XXV

DUES DEDUCTION

At each Professional Employees option, Association dues will be withheld from monthly payroll checks in ten (10) equal installments, provided the Association has obtained appropriate written authorizations from Professional Employees for the withholding of such dues and presented them to the Director of Finance by October 15 of each year.

ARTICLE XXVI

SAVINGS CLAUSE

In the event any provision of this Agreement is finally ruled invalid under any appropriate State or Federal law or regulation, the balance of the Agreement not affected by such ruling shall remain in full force and effect. The Board and Association shall immediately enter into negotiations concerning necessary provisions to correct such invalidity; provided, if no new provisions are agreed upon within thirty (30) days after notice to negotiate is given by either party to the other, then the Board shall have the right to determine and implement necessary provisions to correct such invalidity, and the same shall be subject to the negotiation upon request of the Board or the Association prior to February 1, 1987.

ARTICLE XXVII

GENDER

Wherever appropriate in this Agreement, words used in the singular may be read in the plural, words used in the plural may be read in the singular, and the masculine gender shall be deemed equally to refer to the female sex.

Dated at El Dorado, Kansas, this 2ND day of JUNE, 1986.

THE BUTLER COUNTY COMMUNITY COLLEGE

By ______________________

THE BUTLER COUNTY COMMUNITY
COLLEGE EDUCATION ASSOCIATION

By Clyde J. Hiebert

NEGOTIATED AGREEMENTS FOR
1987-88 SCHOOL YEAR

BETWEEN THE
BOARD OF TRUSTEES OF DODGE CITY COMMUNITY COLLEGE
AND THE
DODGE CITY COMMUNITY COLLEGE FACULTY ASSOCIATION

NEGOTIATED AGREEMENTS

FOR

1987-88 SCHOOL YEAR

The following agreements were reached as the result of professional negotiations between the Board of Trustees of Dodge City Community College and the Dodge City Community College Faculty Association, as representatives of the full-time faculty members, pursuant to the provisions of K.S.A. 72-5413, et. seq.

These agreements were approved this 13th day of May, 1987, by the respective negotiating teams.

Terry J. Ayres
Chief Negotiator
Dodge City Community College
Faculty Association

Irwin Noyes
Chief Negotiator
Board of Trustees
Dodge City Community College

These agreements are ratified by the members of the full-time faculty on this 20th day of March, 1987.

Lee Lancaster
President
Dodge City Community College
Faculty Association

These agreements are ratified by the Board of Trustees on this 27th day of May, 1987.

Jack Marler
Chairperson
Board of Trustees
Dodge City Community College

PREAMBLE

The Board of Trustees of Dodge City Community College (hereinafter referred to as the "Board") and the Dodge City Community College Faculty Association (hereinafter referred to as the "Association") as representatives of the full-time professional employees (as defined in the original certification of the Association as the Bargaining Unit, and hereinafter referred to as the "college") agree that the following agreements have been reached as a result of professional negotiations pursuant to K.S.A. 72-5413 et. seq. and as such shall be binding upon the Board and the professional employees covered by such agreements for the 1987-88 school year. During the term hereof these agreements may be modified or amended only by mutual agreement in writing of the parties hereto.

The Board and Association recognize and declare that providing a quality education for all the students of the college is their mutual desire, and that the character of such education depends upon the quality and morale of the instructional staff.

These negotiated agreements shall be a part of individual contracts with the same force and effect as though fully set forth herein.

These negotiated agreements shall be effective from July 1, 1987 to June 30, 1988.

PROFESSIONAL NEGOTIATION UNIT

These arrangements shall pertain only to full-time professional employees of the college as defined by K.S.A. 72-5413(c).

I. DATE OF IMPLEMENTATION

July 1, 1987 to June 30, 1988.

II. RIGHTS OF THE PROFESSIONAL EMPLOYEES

The professional employees of the college have certain rights as stated in K.S.A. 72-5414.

III. ACADEMIC AND PERSONAL FREEDOM

A. ACADEMIC FREEDOM

The Board and the Association agree that academic freedom is essential to the fulfillment of the purpose of the college, and they acknowledge the fundamental need to protect professional employees from any censorship or restraint which might interfere with their obligation to pursue truth in the performance of their functions.

B. PERSONAL FREEDOM

The personal life of a professional employee, especially concerning outside employment and activities, is not an appropriate concern of the Board except as it may directly prevent the professional employee from properly performing his/her assigned functions.

IV. TERMS OF PROFESSIONAL SERVICE

A. POLICY CONCERNING PROFESSIONAL CONTRACTS

Professional employees shall perform their duties under one or more of the following types of written contracts:

1. Full-time Instructional Contract - This type of contract applies to all full-time professional employees. Under this type of contract an individual instructor has a general job description and area of responsibility, but with enough flexibility and latitude to engage individual innovation and overall college involvement. Personnel under this contract are subject to the index plan. With regard to the direct instructional effort, the scope of such duties shall not be limited to classroom instruction in the day school sense, but may, and should in some cases, include such major duties as extension classes, evening classes, TV classes, seminars, Saturday classes, workshops, etc. Additional duties may be assigned under supplemental contracts. Personnel under instructional contracts are presently represented in collective negotiations by the Association and are subject to the terms and conditions of this negotiated agreement and are subject to the state law with regard to due process; provided, however, that nothing contained herein shall be deemed a waiver by the Board of the probationary period established by such due

process statutes. Termination of or resignation from an instructional contract also terminates any supplemental contracts.

2. Supplemental Contract - This type of contract applies to and shall be issued to employees who are under a full-time contract, but who are assigned special duties in addition to those covered in the employee's full-time contracts. Such instructional duties as summer school, evening classes, and overlaod not included in full-time contract call be covered by supplemental contracts, as well as extra-curricular duties as defined in paragraph 8. b. iv. below. It is agreed that supplemental contracts are not subject to due process provisions of the state statutes, and are not subject to continuing contract law, there being no expectation of continued employment in the duties covered by said contract beyond the term of the contract itself.

3. Coaching Contracts - It is understood that head coaches, assistant coaches, and other full-time employees whose primary duties involve coaching are hired as coaches and hold their appointments only so long as they perform the duties of a coach. When they resign or are terminated as a coach, their professional relationship with the college ceases. Rehiring and reappointment of the individual coach to the faculty is at the option of the Board of Trustees.

B. GENERAL PERSONNEL POLICIES

1. Contracts will be issued to all full-time professional personnel soon as possible after annual negotiations have been completed. Signed contract must be returned to the administrative offices within thirty (30) days of the date of issue.

2. Employment and Compensation:

   a. Nine-month Contract - The employment contract shall consist of 177 working days.

   b. Ten-month Contract - The employment contract shall consist of 197 working days.

   c. Eleven-month Contract - The employment contract shall consist of 217 working days.

   d. Full-time professional employees employed by the college after July 1, 1986, will only be issued a 177 day contract. Duties assigned in addition to the 177 day contract will be covered under a supplemental contract.

   e. Base and Extended Contracts:

      i. Salaries of all full-time professional employees under full-time contacts shall be based on 177 working days (a nine-month contact).

ii. Professional employees who are under extended full-time contracts of ten months or eleven months will receive 1/177th of their base nine-month contract for each day worked over 177 working days.

iii. If professional employees are required to work more than the number of days specified in their contracts, they will receive 1/177th of their base nine-month contract for each extra day worked.

iv. Payment for the base full-time contract (nine-month contract) shall be in accordance with the salary schedule index.

b. Supplemental Contracts:

i. Overload Class - A professional employee who teaches an overload class under a supplemental contract shall receive the sum of $315 per credit hour. The class designated as the overload class will be the class assigned to the full-time professional employee that is in addition to his/her regular scheduled full-time workload. The overload assignment must be mutually agreed upon by the associate dean of instruction and the full-time professional employee.

ii. Summer School Session - A professional employee who teaches summer school under a supplemental contract shall receive the sum of $315 per credit hour.

iii. Proration of Payment - Payment of all overload classes shall be prorated based on ten (10) students comprising a full class. Payment for all summer school classes shall be prorated based on eight (8) students comprising a full class.

iv. Extra-Curricular Duties - Any reimbursement for extra-curricular duties as defined in paragraph 8. b. iv., will be arranged with the individual instructor, the associate dean of instruction, and the dean of instruction, subject to approval of the president and this Board.

3. All professional employees shall be directly responsible to their assigned associate dean of instruction.

4. The college will pay for all approved college-related travel expenses; and when travel by personal automobile is authorized, mileage will be paid at the current IRS approved rate.

5. For retirement purposes all full-time professional employees are covered by the provisions of the Kansas Payable Employees Retirement System (KPERS). Under these provisions normal

retirement is at the close of the fiscal year in which the 65th birthday occurs. All professional employees will be considered as retired at the close of the academic year in which the 70th birthday is reached. An exception may be made for professional employees who are recommended for continuance by the appropriate associate dean of instruction or supervisor, dean, and president, and the final approval of the Board of Trustees. Such continuance is subject to annual review by the above named officials and the Board of Trustees.

6. All personnel new to the college are required to have a physical examination before employment. The proper forms as approved by the Kansas State Board of Health are to be used. Thereafter, as with other employee personnel, additional certification of health shall be required at least once every three years.

7. Evaluation Procedures:

   a. Procedures - Faculty will be evaluated in accordance with the number of years teaching at Dodge City Community College. The minimum number of evaluations shall be in accordance with the following table:

      1st year - each semester
      2nd year - each semester
      3rd year - once a year, in the fall semester
      4th year - once a year, in the fall semester
      After the 4th year - every other year

   The student evaluation instrument will be utilized to evaluate each instructor with one class chosen by the instructor and one class chosen by the associate dean of instruction or supervisor.

   A self-evaluation will be completed by the instructor.

   The associate dean of instruction or direct supervisor will evaluate the instructors.

   The fall evaluations will be completed by November 1. The spring evaluations will be completed by April 1.

   The associate dean of instruction will be responsible for the implementation of the instructor evaluations.

   Evaluations will be discussed with the immediate supervisor. Comments on individual evaluation forms will be noted at this time.

   b. Performance Objectives - Each full-time professional employee will initiate in the spring semester of each year a set of specific performance objectives that he/she expects to complete during the next contract year. These performance objectives are to be stated in action terms that are objectively measurable. Each individual shall establish his/her performance objectives realistically and in conjunction with his/her direct evaluator with the final written form to be field with that evaluator by September 15. Performance objectives should primarily reflect an individuals major area of responsibility; however, they should include at least two of the following general areas: instruction, services to students, services to the college, services to the community, services to professional organizations, professional growth, and fiscal managment. By March 1, a self-assessment report concerning the progress and/or completion of these stated objectives, or any other contributions the individual considers to be beneficial, shall be completed by this individual and field with his/her direct evaluator.

8. Professional Workload

a. Specific work load definitions for each division shall be developed and written cooperatively by the dean of instruction, the associate dean of instruction, and all instructors in the division. To facilitate this procedure and to promote a mutual interest in the quality of instruction, each division shall be kept as homogeneous as possible.

b. Guidelines - The following are guidelines for consideration in establishing specific work load definitions for each division. These guidelines may be modified or adjusted as required by circumstances existing:

i. Full-time workload - The normal instructor workload for an instructor under a full-time instructional contract shall consist of 14 to 16 credit hours per semester, or 19 to 21 contact hours per week, with a maximum of 30 credit hours or 40 contact hours per year. Instructors teaching different course levels during the same hour (ie. Typewriting I, II, II, etc.) will only be reimbursed for one class according to the above schedule.

ii. Overload - Classes comprising an overlaod may be taught on or off campus, day college or night college. The overload class will be prorated on the basis of ten (10) students comprising a full class. The overload will be determined on the 20th day of classes of the spring semester. Instructors teaching different course levels during the same hour (ie. Typewriting I, II, III, etc.) will only be reimbursed for one overload class according to the above schedule. Reasonable effort shall be made to staff overload classses with full-time instructional employees.

iii. Maximun Overload - Each instructor will be limited to a maximum of six (6) credit hours of teaching per semester in excess of the regular teaching assignment for the semester. This lid applies only to traditinal classes: overload and outreach. This lid does not include external studies or independent study classes. This lid does not apply to the number of hours an instructor may teach during a single session of summer school nor to the number of hours an instructor may teach in total during all summer sessions. The number of summer hours taught--in any one session or in total for all sessions-is subject to approval by the Dean of Instruction.

Any assignement of overload hours that brings the instructor's total teaching load to over seventeen (17) semester hours for a given semester can only be done with the consent of the instructor.

iv. Extra-Curricular Duties - Coaching assignments to an employee under a full-time instructional contact shall be considered an extra-curricular duty. In addition, any other school related activity defined by the administration as an extra-curricular duty will be performed by assigned employees under a supplemental contract.

v. Assignments other than Teaching - Full-time professional employees who do not instruct classes or who instruct on a combined assignment will assume duties and responsibilities as assigned by the administration and/or associate dean of instruction. These duties and responsibilities shall be stated in the individual's contract.

vi. Professional Involvement anv Committee Assignments- Professional employees shall assist with final enrollment for fall and spring semesters, student registration, academic counseling, advising, and student recruitment. Participation in college committees is also considered a regular part of the professional employee's duties.

vii. Office Hours - Each faculty member shall post reasonable office hours during the regular working day between 8:00 a.m. and 5:00 p.m. The office hours must be approved by the associate dean of instruction.

9. Ford County Resident Scholarships:

Initial eligibility requirements, except for residency and application deadlines, for the awarding of Ford County Resident Scholarships will be waived for full-time professional employees, their spouses, or dependent children who enroll in credit courses offered by the college.

Renewal of such scholarships shall be in accordance with the grade point eligibility requirements of the scholarship.

VI. PROFESSIONAL DEVELOPMENT FUND

For the current fiscal school year, the sum of $500 shall be available to each full-time professional employee, which amount or any portion thereof may be used by the employee for any of the purposes listed below, providing, however, that is all cases such activities must be related to the employee's professional growth.

A. Payment of tuition for academic credit.

B. Payment for the costs of attendance at conferences, seminars, and workshops.

C. Travel, fees, and/or tuition and related costs associated with numbers A and B above.

NOTE: Travel costs for attending courses, conferences, seminars, and workshops in Dodge City are not included.

D. Subscription to educational periodicals.

All requests for such expenditures shall be made in writing to the appropriate associate dean of instruction and the appropriate dean, with a copy to the business office and the president. All such requests are subject to the approval of the president or his/her designee. The availability of professional development monies (ie. advance payment or reimbursement payment of such, as well as approval procedures) shall be in accordance with existing administrative procedures.

VII. INDEX SALARY SCHEDULE

A. DEFINITIONS

1. Base - The amount to be paid to a professional employee with a Masters's Degree and no experience units (1-C on the schedule). The numerical value of the base is one (1); the dollar amount of the base will be determined by negotiations for each school year. The base for the 1987-88 school year shall be $15,300.

2. Salary Indexing - The process by which the salaries of all professional employees under full-time contracts are established. The salary index attached to this document is in effect for the school year covered by this agreement. The salary is determined by multiplying the numerical index number times the base.

3. Numerical index Number - The number expressed as a percentage of the base. The numerical index number is determined by the number of experience units, semester hours, and earned degrees.

    a. The number of experience units are reflected as vertical steps on the salary index.

b. Earned academic degrees and semester hours are reflected as horizontal columns on the salary index.

4. Academic Rank - The academic rank is determined by the individual's index designation as follows:

Academic Rank	Index Designation
Instructor	.90 - 1.20
Assistant Professor	1.21 - 1.45
Associate Professor	1.46 - 1.70
Professor	1.71 - above

B. SALARY SCHEDULE REGULATIONS:

The numerical index for the school year covered by this agreement is determined as follows:

1. Vertical Movement - All professional employees who were under a full-time contract and who had a numerical designation will be entitled to advance one vertical step unless an advancement is restricted by any of the following regulations or other provisions of this agreement.

a. Maximum Vertical Placement - A professional employee may not advance beyond the vertical step shown below and on the Index Salary Schedule attached to this agreement.

b. Maximum step for each column

Education	Experience Steps	Index
Bachelor's	10	A
Bachelor's + 15	15	B
Master's	20	C
Master's + 15	25	D
Master's + 30	25	E
Master's + 45	25	F
Master's + 60	25	G
Doctorate	25	H

After a professional employee has attained the maximum step on the appropriate column he/she shall only receive the negotiated increase in base salary until that professional employee qualifies to move the next column.

For the purpose of this Negotiated Agreement, all full-time professional employees employed before the 1985-86 fiscal year will be allowed a two-year grace period with regard to this restriction.

c. Vertical Movement Related to Professional Growth - In order to advance vertically he/she shall earn a minimum of three (3) credit hours or attend at least forty-five (45) contact hours of conferences, workshops, or seminars, or a combination of credit or contact hours, related to his/her teaching specialty in each three year period while an employee at Dodge City Community College. For the purpose of this section of the agreement one (1) credit hour shall equal fifteen (15) contact hours.

2. Horizontal Movement - All present full-time professional employees are placed on the appropriate horizontal column on the salary index schedule according to the degrees and graduate hours earned.

The professional employee is entitled to advance on the horizontal columns upon submission of evidence of the earning of additional degrees or qualifying graduate credits. For contract purposes, all evidence of advanced academic credit must be submitted to the designated personnel manager by September 1 of the current school year.

Method of Determining Horizontal Movement on the Salary Index- Discussion resulted in a recommendation that a maximum of three (3) of the fifteen (15) hours required for horizontal movement on each of the classes of the Salary Index Schedule can be earned by participating in workshops/seminars. These three hours of equivalent credit can apply to horizontal movement on the Salary Index Schedule, if prior approval is received from the dean of instruction and the president of the college. When a professional employee changes class on the Salary Index Schedule, the professional employee will be permitted to earn three (3) such hours for the next advancement. This condition went into effect on July 1, 1986. No credit will be allowed for workshops/seminars participated in during the academic year 1986-87. Workshop/seminar credit approved prior to July 1, 1985, will apply if documentation was submitted prior to July 1, 1985. Equivalent credit for the annual Kansas Association of Community Colleges workshop will only be applied if the professional employee has prior approval and that professional employee is presenting a paper at the annual KACC meeting.

These workshops/seminars must be financed with personal money or the funds allocated for Professional Development for that professional employee.

Salary Index Schedule Dodge City Community College 1987-1988

Base Salary = 15300

Units of Exp	Index	Bachelors	Index	Bachelors + 15	Index	Masters	Index	Masters + 15	Index	Masters + 30	Index	Masters + 45	Index	Masters + 60	Index	Doctorate
	Class A		Class B		Class C		Class D		Class E		Class F		Class G		Class H	
1	.9	13770	.95	14535	1	15300	1.05	16065	1.1	16830	1.15	17595	1.2	18360	1.25	19125
2	.95	14535	1	15300	1.05	16065	1.1	16830	1.15	17595	1.2	18360	1.25	19125	1.3	19890
3	1	15300	1.05	16065	1.1	16830	1.15	17595	1.2	18360	1.25	19125	1.3	19890	1.35	20655
4	1.05	16065	1.1	16830	1.15	17595	1.2	18360	1.25	19125	1.3	19890	1.35	20655	1.4	21420
5	1.1	16830	1.15	17595	1.2	18360	1.25	19125	1.3	19890	1.35	20655	1.4	21420	1.45	22185
6	1.15	17595	1.2	18360	1.25	19125	1.3	19890	1.35	20655	1.4	21420	1.45	22185	1.5	22950
7	1.2	18360	1.25	19125	1.3	19890	1.35	20655	1.4	21420	1.45	22185	1.5	22950	1.55	23715
8	1.25	19125	1.3	19890	1.35	20655	1.4	21420	1.45	22185	1.5	22950	1.55	23715	1.6	24480
9	1.3	19890	1.35	20655	1.4	21420	1.45	22185	1.5	22950	1.55	23715	1.6	24480	1.65	25245
10	1.35	20655	1.4	21420	1.45	22185	1.5	22950	1.55	23715	1.6	24480	1.65	25245	1.7	26010
11	================		1.45	22185	1.5	22950	1.55	23715	1.6	24480	1.65	25245	1.7	26010	1.75	26775
12	10 Years		1.5	22950	1.55	23715	1.6	24480	1.65	25245	1.7	26010	1.75	26775	1.8	27540
13			1.55	23715	1.6	24480	1.65	25245	1.7	26010	1.75	26775	1.8	27540	1.85	28305
14			1.6	24480	1.65	25245	1.7	26010	1.75	26775	1.8	27540	1.85	28305	1.9	29070
15			1.65	25245	1.7	26010	1.75	26775	1.8	27540	1.85	28305	1.9	29070	1.95	29835
16			================		1.75	26775	1.8	27540	1.85	28305	1.9	29070	1.95	29835	2	30600
17			15 Years		1.8	27540	1.85	28305	1.9	29070	1.95	29835	2	30600	2.05	31365
18					1.85	28305	1.9	29070	1.95	29835	2	30600	2.05	31365	2.1	32130
19					1.9	29070	1.95	29835	2	30600	2.05	31365	2.1	32130	2.15	32895
20					1.95	29835	2	30600	2.05	31365	2.1	32130	2.15	32895	2.2	33660
21					================		2.05	31365	2.1	32130	2.15	32895	2.2	33660	2.25	34425
22					20 Years		2.1	32130	2.15	32895	2.2	33660	2.25	34425	2.3	35190
23							2.15	32895	2.2	33660	2.25	34425	2.3	35190	2.35	35955
24							2.2	33660	2.25	34425	2.3	35190	2.35	35955	2.4	36720
25							2.25	34425	2.3	35190	2.35	35955	2.4	36720	2.45	37485
							================									
							25 Years									

DEFINITIONS

a. Additional Degrees - An advanced degree earned at an institution recognized by an accreditation agency listed in The Education Directory of Colleges and Universities published by the national Center for Educational Statistics.

b. Qualifying Graduate Credit - Graduate hours related to the subject being taught by the instructor or in an area requested and formally approved by the college administration. The graduate hours must have been earned at an institution recognized by an accreditation agency listed in The Education Directory of Colleges and Universities published by the National Center for Educational Statistics.

c. If the full-time professional employee has attained a Master's Degree, under special circumstances, undergraduate college credit may be considered for horizontal credit if approved by the associate dean of instruction, the Dean of Instruction, and the college President.

d. Professional Employees with less than a Master's Degree but who have a Bachelor's Degree must develop a professional program leading toward a graduate degree. The program must be completed within seven (7) years of the acceptance of this agreement or the employee's initial contract date or the professional employee will not receive the negotiated base increase.

e. Professional Employees with less than a Bachelor's Degree must develop a professional program leading toward a Bachelor's Degree. The program must be completed within seven (7) years of the acceptance of this agreement or the employee's initial contract date or the professional employee will not receive the negotiated base increase.

f. Initial Placement on the Index Salary Schedule - New professional employees will be placed on the Index Salary Schedule according to their numerical index, as determined by the following guidelines; provided, however, that the Board in its sole discretion my deviate up to six (6) experience steps above or below the placement indicated by the following guidelines:

   i. One year of teaching at Dodge City Community College or other colleges shall equal one experience step.

   ii. Two years work experience related to the subject being taught shall equal one experience step.

   iii. Two years instruction at non-collegiate schools shall equal one experience step.

iv. For the purposes of initial placement, degrees must have been earned at an institution recognized by an accreditation agency listed in The Education Directory of Colleges and Universities published by the National Center for Educational Statistics.

g. A copy of the Negotiated Agreement shall be provided to all professional employees.

C. PROBATION

If an professional employee is not performing satisfactorily, he/she will meet with the Dean of Instruction, and his/her associate dean of instruction before the last day of the first semester. Written notification of improvements to be made will be signed by all three to certify that the document has been received. A copy will be retained by each, and a copy will be forwarded immediately to the president.

On or before April 10, a mandatory re-evaluation will be presented in writing, in the same way as outlined above. The instructor will be given satisfactory or probationary status at that time.

If the professional employee is placed on probation, he/she will not be entitled to an advancement in experience units (vertical steps on the schedule) until such time as the probationary status is lifted, at which time said professional employee will be entitled to move to the next experience unit on the schedule.

At the conclusion of the year or probation, the decision of his/her status will be reviewed.

VII. GRIEVANCE PROCEDURE

A. DEFINITIONS

1. Grievance - A complaint by a professional employee, group of professional employees, or the Association, based on an alleged violation, misinterpretation, or misapplication by the college of a negotiated contract or this agreement, a Board policy, administrative regulation, or practice affecting conditions of employment.

2. Aggrieved Person - The person, persons, or the Association making the complaint.

3. Party in Interest - The person, persons, or the Association making the complaint and/or any person who might be required to take action or against whom action might be taken in order to resolve the grievance. The Professional Relations Committee shall represent the Association in all grievance matters.

B. PURPOSE

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting professional employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. PROCEDURE

1. Level One:

Within 20 calendar days from the date of awareness of a problem, the aggrieved person may first discuss the problem with his associate dean of instruction or the appropriate dean. During this discussion the aggrieved person, either directly or through the Association, shall seek to resolve the matter informally.

2. Level Two:

a. If the aggrieved person is not satisfied with the disposition of this grievance at Level One, or if no decision has been rendered within ten (10) school days after discussion of the grievance, he/she may file the grievance in writing within ten (10) school days of the Level One response simultaneously with the Association and the president on the form provided.

b. Within ten (10) school days after receipt of the written grievance by the president, the president or designee will meet with the aggrieved person and the Association, in an effort to resolve the grievance. This effort shall include the presentation of written statements of fact which shall be submitted by each of the parties of interest. The president shall submit his/her decision in writing to the aggrieved person and the Association within ten (10) school days after the meeting.

3. Level Three:

a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, he/she may file the grievance within ten (10) school days of the Level Two response with the Association for transmittal to the Board.

b. Within ten (10) school days after receipt of the written grievance by the Board, the Board will meet the aggrieved person and the Association in an effort to resolve it. The Board shall submit its decision in writing to the aggrieved person and the Association within ten (10) school days of the meeting.

D. INSTRUCTIONS

The purpose of the grievance procedure is to facilitate free, easy, and effective communication between professional employees and the administrative staff in order to secure, in good faith, equitable solutions to problems which may arise from time to time. Careful attention to contract requirement for a grievance and the proper procedure for completing a grievance form and the filing of same as hereinafter detailed, will help to insure an expeditious and thorough consideration of each grievance.

Grievance Report Forms may be secured from the president and the Association and should be filed at Levels Two and Three of the grievance procedure.

1. Each portion of the Grievance Report Form should be completed fully in as much detail as possible. The statements of facts upon which the grievance is based should include all relevant facts, including details of time, date, place, persons involved, and what occurred.

   Detailed information of the facts involved, the relevant contract provisions, and the manner in which those facts related to the contract provisions are extremely important in order to provide a basis upon which a fair, thorough, and expeditious decision may be made.

2. Under Section B of the Grievance Report Form those relevant contract revisions which the aggrieved person contends have been violated, misinterpreted, or misapplied should be specified.

3. Under Section C the aggrieved person should state his or her claim by describing the manner in which the factual contentions are related to the relevant contract provisions and how a violation, misinterpretation, or misapplication of the contract has occurred.

4. Under Section D the aggrieved person should specify the relief which he or she desires as a result of the grievance.

IX. LEAVE AND OTHER BENEFITS

A. SICK LEAVE

1. There shall be on file in the business office, a cumulative absentee record for each professional employee. As soon as possible after the close of the first semester and when checking out after the close of the second semester, each professional employee is to verify the record at the business office.

DODGE CITY COMMUNITY COLLEGE

GRIEVANCE REPORT FORM

Procedure (2) (3) Date filed ____________
(Circle one to indicate level of Grievance)

Name of Aggrieved Person Assignment

______________________________ ______________________

A. Date cause of grievance occurred: ______________________

B. Relevant contract provisions: ______________________

____

C. Statement of Aggrieved person's claim (statement of facts upon which grievance is based - use additional pages if necessary)

____

____

____

____

____

____

D. Relief desired: ______________________

____

Signature ______________________ Date ______________

F. Disposition by the appropriate administrator (attach additional pages if necessary):

____

____

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____

____

Signature ______________________

Date ______________________

2. All professional employees will be entitled to sixty (60) school days of sick leave * annually each year that their employment is in force, except new employees will have only ten (10) school days of sick leave for the first six months of their employment during the first year. After six (6) months waiting period, they will be entitled to full benefits. The annual sixty (60) school days of sick leave is not accumulative. After five (5) school days of sick leave per single illness, the Board reserves the right to require the employee to furnish a physician's statement documenting the illness or condition which requires the sick leave.

   *(Including illness or disability resulting from pregnancy).

3. Absence because of illness in the immediate family of the professional employee is to be considered as part of sick leave absence and to be handled on the same basis. The term "immediate family" shall be understood to include only husband or wife and dependent children living at home. Absence because of illness of brothers, sisters, children not living at home, and father and mother of the employee shall be limited to ten (10) school days per instance.

B. FUNERAL LEAVE

Funeral leave of up to five (5) working days will be granted an employee to attend the funeral of a husband or wife, brother, sister, son, daughter, father or mother of the employee, father-in-law or mother-in-law of the professional employee.

C. PERSONAL/PROFESSIONAL LEAVE

Leave Days - Professional and Personal - Each full-time professional employee is allowed a total of seven (7) days of personal/professional leave, subject to prior approval by the appropriate dean.

NOTE: This leave is not an entitlement, but is for emergency purposes only, not a form of paid vacation.

D. INSTITUTIONAL LEAVE

Leave with pay will be granted to any professional employee for any absence resulting from the employee being assigned the responsibility for a student activity or being selected by the administration to represent the college at an activity or a meeting.

E. LEAVE OF ABSENCE

Any regularly employed full-time professional employee may apply for a leave of absence without pay. The leave may entail up to, but not more than, one (1) year. During this leave period, such employee will maintain placement on the salary index, but shall receive no pay, and will be considered a regularly employed employee of the college. The purpose of such leave may include professional development through additional education, training, or experience, or for personal reasons. The application for leave shall fully disclose both the purpose and content of such leave. The employee, at his/her option, may continue under the current insurance benefit plan in force by paying the cost of such benefits pesonally, as they will not otherwise by provided for since they are normally part of the overall compensation plan, or if such benefits will be paid by the college, a one-year contract obligation will be incurred by the employee with signature of a promissory note to pay back such benefit costs in case of failure to return as agreed upon. Upon return from such leave the employee shall be entitled to and subject to all changes in terms and conditions of employment which have occurred during the leave period. Any such leave shall be subject to approval by the president and Board of Trustees.

F. DISABILITY INSURANCE

1. All professional employees of the college are covered by a disability insurance policy, paid by the Board, which provides income protection.

2. The policy goes into effect after the sick leave of sixty (60) school days has been used, except that new professional employees must wait six (6) months for this coverage.

3. All employees receive a copy of the policy and a brochure explaining the coverage. A copy of the policy is on file in the business office.

G. HEALTH COVERAGE

For the 1987-88 contract year, the college will provide to each full-time professional employee, single or family (as applicable in each case), comprehensive health coverage (including hospitalization) with comparable specifications to the coverage afforded by Kansas Blue Cross-Blue Sheild.

The maximum contribution by the Board for the Health Insurance is $210.93 per family membership and $92.77 per single membership. Any additional charge from the insurance carrier will be borne by the professional employee.

Health Insurance is automatically open for renegotiation outside of the regular negotiation period if the individual faculty member's contribution (Family and/or single membership) exceeds $18.00 per month.

EXAMPLE: If the Board is paying the maximum contribution of $210.93 and the premium cost for the insurance exceeds $228.93, then the Board and faculty will reopen negotiations on this item only.

Individual faculty members will share in any rebate of monies at the same percentage as their rate of contribution.

EXAMPLE: If the Board is contributing $210.93 and the faculty member is contributing $17.00 toward the total package. The base paid is $227.93. The Board is contributing 92.5% and the member 7.5%. If a rebate is returned to the college by a carrier, the Board will receive 92.5% of the rebate and the contributing member 7.5%.

Following the report from the Health Insurance Committee such health coverage will be provided by the college and/or a company or companies selected by the Board and shall provide for at least the following:

1. Major medical coverage;

2. Dental coverage;

3. Pregnancy coverage.

Upon tentative selection of an insurance plan for the 1987-88 school year the Board shall inform the president of the Faculty Association of their choice at least five (5) days prior to the Board meeting at which action on the proposal is schedule. The Faculty Association will then have an opportunity to comment upon it to the Board. The Board may then take whatever action on the proposed plan which it deems appropriate.

Copies of the health coverage plan will be provided to all employees at the beginning of the contract year and copies of any changes therein, if any, during the course of the contract year.

On the 91st day of total disability, the college's responsibility to provide health coverage shall cease; however, the disable employee may continue membership in the college's health insurance group at his/her own expense.

H. ACCIDENT INSURANCE

1. All professional employees of the college are covered by an accident insurance policy.

2. Professional employees are in category Class II under the terms of this policy.

3. A copy of the master policy is on file in the business office.

I. PROFESSIONAL INSURANCE

1. All professional employees of the college are covered by a professional insurance policy.

2. A copy of the master policy is on file in the business office.

J. KANSAS STATE WORKMAN'S COMPENSATION

1. The Board operates under the requirements of the Kansas Workman's Compensation Act, as set forth in the appropriate statutes.

2. Absence from work due to a job related injury or illness may entitle an employee to medical or disability income benefits under the State Workman's Compensation Act. If worker's compensation benefits are awarded, they are coordinated with (not paid in addition to) other college benefits.

K. POLICIES AND PROCEDURES RELATED TO THE PURCHASE OF TAX SHELTERED ANNUITY CONTRACTS

1. The professional employee must file an application for the purchase of the annuity on the regular form of the insurance company with the business office.

2. The professional employee, not the Board, has the responsibility to initiate a change or termination of the purchase of tax sheltered annuities in accordance with established Board Policies.

3. The Board will accept reciprocal contracts of other school districts for the purpose of such annuity purchases if the insurance company is license to conduct business in Kansas.

L. RETIREMENT PROGRAM

1. All professional employees are covered under the Kansas statutes relating to the Kansas Public Employees Retirement System (KPERS).

2. Annual reports of the KPERS are sent to the professional employee by the system.

M. PROFESSIONAL GROWTH CONTRACTS

1. Any full-time professional staff member who has completed seven years of service at Dodge City Community College may, upon approval of his/her associate dean of instruction, the appropriate dean, and the president, petition the Board of Trustees for a professional growth contract. Such a contract may be for an entire year or either semester.

2. A professional growth contract may be granted for an approved program for professional growth and may include formal education, work experience or travel.

3. The applicant for the professional growth contract must file with the appropriate dean an approved professional growth plan. If this plan includes formal education, such credit shall be graduate credit from an institution accredited for the granting of graduate degrees. If any part of the growth plan involves work experience or travel, an approved work schedule or itinerary of travel must be included.

4. A staff member under a professional growth contract shall receive one-half (1/2) his/her annual salary during the duration of the

contract period. In addition, he/she shall be considered a regular member of the professional staff, retaining all fringe benefits and privileges accorded to staff members.

5. The applicant for the professional growth contract shall sign a promissory note in the amount of the salary and fringe benefits to be paid him during the leave period, agreeing to return to his original position for two years under a regular contract. Upon failure to honor this agreement or ensuing contract, the recipient of a professional growth contract shall reimburse the college an amount equal to the amount paid him in the note.

6. In the event the faculty member cannot honor this agreement because of physical or mental illness, death, or such physical incapacitation that would prevent his return to regular employment, liability for the note shall be waived by the Board.

7. No more than two full-time professional staff may be under this contract at any time.

8. Application for the professional growth contract must be submitted to the Board of Trustees at least three (3) months prior to the effective date.

X. PROCEDURES FOR TERMINATION

A. PROCEDURE FOR TERMINATION OF NON-TENURED PROFESSIONAL EMPLOYEES

PURPOSE: This procedure applies only to professional employees not covered by statutory due process procedures. Further, this procedure applies only to termination of contract before the expiration of the term of the contract, and not to non-renewal of contracts.

NOTICE OF TERMINATION: In all cases of termination to which this procedure applies, written notice of the proposed termination shall be served upon the professional employee to be terminated by the president, or his designated representative, which notice shall;

1. State as specifically as possible, the reasons for the proposed termination.

2. Advise the professional employee of his rights under this procedure.

3. State whether the proposed termination involves immediate suspension from the classroom or position, and the date when termination shall become effective.

PERSONAL CONFERENCE: Within five (5) school days following receipt of a notice of proposed termination as above provided, the professional employee shall, if he/she desires to proceed under this procedure, request a personal conference with the president, or his designated representative, such conference to be held no later than five (5) school days following receipt of such request by the president.

ELECTION TO PROCEED UNDER AGREEMENT AND REQUEST FOR HEARING: Within five (5) school days following such personal conference, the professional employee, if he desires to follow the procedures established by this agreement, shall serve a written notice upon the president, or his designated representative, stating that it is the desire of the professional employee to proceed under this agreement, and further requesting a hearing before the Board of Trustees.

HEARING BEFORE THE BOARD OF TRUSTEES: Upon receipt by the president of the written request for hearing, the Board of Trustees shall conduct a hearing at which at least a quorum shall be present to review the proposed termination of the professional employee.

1. Time of Hearing - Said hearing shall be conducted no sooner than ten (10) calendar days or nor more than thirty (30) calendar days from the receipt of the request for the hearing, unless by mutua agreement.

2. Open Meeting - The hearing shall be conducted at an open meeting of the Board unless the employee requests otherwise, in which case he shall be entitled to a meeting closed to the public.

3. Right to Counsel - The professional employee and the Board shall both have the right to be represented by legal counsel or other representatives at the meeting.

4. Witnesses and Evidence - The professional employee and the Board shall have the right to present and question witnesses, and either party may introduce the past and/or current evaluations and other documentary evidence at the hearing.

DECISION BY THE BOARD: The Board shall make a decision upon the proposed termination within forty-eight (48) hours following the hearing. The decision shall be based upon the evidence produce at the hearing and the action of the Board shall be by written ballot with a majority prevailing.

REMEDIES: The Board, in reaching a decision upon the proposed termination, may employ any of the following remedies:

1. Termination of the professional employee in accordance with the notice of proposed termination.

2. Continuation of the employment for a given period of time and/or upon terms and conditions which the Board feels appropriate under the circumstances.

3. Continuation of employment without conditions.

IMMEDIATE SUSPENSION UPON WRITTEN TERMINATION: If, in the opinion of the president, or his designated representative, the circumstances surrounding the proposed termination of any professional employee requires the immediate suspension of that employee, the notice of the proposed termination shall so state and the employee shall be, upon receipt of said notice, immediately removed from the classroom or other position of employment until such time as the Board, by its action, might reinstate the employee.

If, in the opinion of the president, or his designated representative, the circumstances surrounding a proposed termination of any professional employee are not such as to require immediate suspension as provided above, then the employee shall remain on the job until the effective date of the termination as set forth in the notice of proposed termination.

WAIVER OF PROCEDURE: Should the professional employee fail to proceed with any of the steps set forth herein within the time limits allowed, such failure shall be deemed a waiver of this procedure, and the termination shall become effective on the date stated in the notice.

VOLUNTARY TERMINATION OR WITHDRAWAL OF TERMINATION: At any time during the procedure as outlined above, the professional employee may tender his voluntary resignation to the president, which shall terminate any further proceedings under this procedure.

At any time during the proceedings as outlined above, the president may withdraw the notice of proposed termination by giving written notice of such of the professional employee involved, which notice shall terminate any further proceedings under this procedure. Upon notice of withdrawal of the proposed termination, the professional employee involved shall be reinstated to all rights and privileges of his position of employment as if no notice of proposed termination had been served.

Nothing contained herein, however, shall prohibit the president from appropriate disciplinary action in the form of probation in the cases where the circumstances so require.

LIMITATION OF APPLICATION: This procedure for termination of employment shall not apply to termination resulting from the following circumstances:

1. Change in the educational offerings of the college;
2. Structural reorganizations;
3. Substantial decline in enrollment;
4. Professional employees 70 years of age and over;
5. Financial inability to meet salaries;
6. Other reasons beyond the control of the Board of Trustees.

B. TERMINATIONS RESULTING FROM REDUCTION IN WORK FORCE

The employment of any professional employee may be terminated when the Board of Trustees, in its sole discretion, determines that because of:

1. Any significant decline in the Board's financial reserves which is brought about by decline in enrollment or by other action or events that compels a reduction in the college's current operating budget, or

2. A program change has been or should be made involving the elimination, curtailment, or reorganization of a curriculum offerings, program, or college operation;

the Board's contractual obligation to one or more of its current professional employees cannot be continued.

In the event of such a determination, the Board of Trustees shall make every effort to avoid a reduction of staff by reassignment of professional employees, elimination of part-time position, and/or normal attrition. If, however, despite such efforts it is still necessary, in the sole discretion of the Board of Trustees, to reduce staff, the president shall prepare and present to the Board his/her proposal for staff reduction including the division or area and the specific professional employee(s) to be terminated within such division or area.

In designating the specific professional employee(s) within a specific division or area, the following criteria will be implemented:

The professional employee(s) in such teaching area who has least seniority (ie. continuous service as a regular professional employee since his last date of hire at the college) shall be selected for termination or non-renewal. If two or more professional employees have the same seniority, the one with the highest number of semester credit hours in the professional area in question will be released last.

The Board, after giving consideration to the president's recommendations, shall make its determination and shall notify the affected teacher(s) in writing and in accordance with state law where so required; provided, however, that any teacher's contract being terminated under this procedure shall continue in full force and effect for not less than thirty (30) days after receipt by the teacher of the Board's notification of the termination of contract.

C. RE-EMPLOYMENT RIGHTS OF TEACHERS TERMINATED AS A RESULT OF REDUCTION IN FORCE

Any teacher who has been terminated as a result of the foregoing procedure shall no longer be considered an employee of the college and shall have no employee rights or benefits.

The college shall maintain for a period of two (2) years on a recall list the name or names of any teacher or teachers terminated in accordance with the foregoing procedure. It shall be the responsibility of the terminated teacher to advise the office of the dean of instruction of the teacher's current address and any changes in teaching qualifications.

If a vacancy occurs within the college during the period while any teacher(s) remains on the recall list, whose present experience and competencies qualifies the teacher(s) for such vacancy, the president shall notify such teacher(s) of the vacancy by mailing notice therof to the last address which the teacher has furnished to the college office. The teacher(s) so notified and desiring to do so shall submit an application for the position within ten (10) days of the date said notice is mailed. If only one teacher applies for the vacancy, the position shall be offered to that teacher, assuming that said teacher is properly qualified for the position. If more than one teacher from the recall list applies for the position, the president shall then make a recommendation to the Board from the recall applications received. Any teacher applying but not selected for the position shall retain recall rights during the remainder of the teacher's original recall period.

If any teacher named on the list waives recall rights in writing, fails to accept a recall to a position for which the teacher has been selected, or fails to report to duty in the accepted position, the name of such teacher shall be removed from the recall list and such teacher shall have no further re-employment rights.

Any teacher who is recalled under the foregoing provisions shall regain all employment benefits to which he/she was entitled at the time of termination. However, no benefits may be accrued during the period of unemployment and the teacher shall be subject to all changes in employment conditions which have been made in the interim.

DODGE CITY COMMUNITY COLLEGE

PROPOSED CALENDAR

1987-1988

FALL 1987

August	13-14	In-service
	15	Registration and ASSET
	17	Day Classes Begin
	27	Night Classes Registration
	31	Night Classes Begin
September	7	Labor Day (No Classes)
October	16	End 1st 9 weeks
November	23-27	Thanksgiving Break
December	15,16,17,18	Night Class Finals
	16,17,18	Day Class Finals
	18	End of Semester
	*19	Wrap Up
		*Snow day if needed

SPRING 1988

January	7	Night Class Registration
	8	Faculty In-service
	9	Day Class Registration
	11	All Classes Begin
March	11	End 1st 9 weeks
	14-18	Spring Break
	21	Classes Resume
April	1	Good Friday (No Classes)
May	8	Commencement
	10,11,12,13	Night Class Finals
	11,12, 13	Day Class Finals
	13	Last Day of Classes
	*14	Wrap Up
		*Snow day if needed

AGREEMENT BETWEEN THE
BOARD OF TRUSTEES OF FORT SCOTT COMMUNITY COLLEGE
AND THE
FORT SCOTT COLLEGE ASSOCIATION OF PROFESSIONAL EMPLOYEES

1986-1987 SCHOOL YEAR

61

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WRITTEN CONTRACT IN COMPLIANCE WITH
KANSAS PROFESSIONAL NEGOTIATIONS ACT,
K.S.A. 72-5412, et seq.
1986-1987 SCHOOL YEAR

This contract, made and entered into this 1st day of May, 1986, by and between the Board of Trustees of Fort Scott Community College, Fort Scott, Kansas, hereinafter referred to as the Board and the Fort Scott College Association of Professional Employees, hereinafter referred to as the Professional Employees, Fort Scott, Kansas,

WITNESSETH:

PREAMBLE

WHEREAS, the Board and the Professional Employees through their duly appointed bargaining representatives, have entered into professional negotiations by meeting, conferring, consulting and discussing in a good faith effort by both parties, have reached agreement with respect to the terms and conditions of professional service for the school year 1986-1987, and

WHEREAS, various agreements were reached between the bargaining agents for their respective parties during those negotiations, and

WHEREAS, it is the desire of the parties to set forth those agreements in writing,

NOW, THEREFORE, the Board and the Professional Employees do hereby agree that the following shall represent a binding contract upon the Board and the Professional Employees for the areas set forth herein covering the 1986-1987 school year.

ARTICLE I

DEFINITIONS

Administration

All persons employed by the Fort Scott Community College in the following positions: president, deans, registrar, director of nursing, and such other persons whose duties are primarily administrative in nature and whose salaries are not determined as a part of the Professional Employees bargaining unit.

Association/Professional Employees

The Fort Scott Community College Association of Professional Employees means any one or more organizations, agencies, committees, councils, or groups of any kind in which professional employees participate and which exist for the purpose in whole or in part of meeting, conferring, consulting and discussing with the Board with respect to the terms and conditions of professional service. The Professional Employees which has been recognized for the 1986-1987 school year is not affiliated with the NEA or K-NEA however, the Fort Scott College Association of Professional Employees is the exclusive representative pursuant to K.S.A. 72-5413, et seq.

Board

The Board of Trustees of Fort Scott Community College, Fort Scott, Kansas.

College/Community College

Fort Scott Community College, Fort Scott, Kansas.

Days

Except when otherwise indicated, days shall mean working days.

Employee/Professional Employee

The terms "employee", "professional employee", and "instructor", "faculty member" or "teacher" may be used interchangeably but shall mean the same.

Professional Employee/Instructor

All persons employed as instructors or in positions of an instructional or educational nature in any department or division of the college, and all counselors, librarians, and media specialists, who are employed under a contract subject to the provisions of K.S.A. 72-5411, et seq.

Professional Employees

Means Fort Scott College Association of Professional Employees.

Seniority

The period that a Professional Employee/instructor has been under contract for professional service to the college.

President

President of Fort Scott Community College.

B. DURATION OF AGREEMENT

This agreement shall be effective as of July 1, 1986, provided it is ratified by the Board and Professional Employees as provided by law, and said agreement shall continue in full force and effect to and including June 30, 1987.

C. MODIFICATION OF AGREEMENT

This agreement shall not be extended, amended or modified except by an instrument in writing duly executed by the parties.

D. SAVINGS CLAUSE

If any provision of this agreement, or any application of this agreement, to any employee or group of employees is held to be contrary to law, then such provision or application shall be deemed invalid except to the extent permitted by law. But all other provisions or applications shall continue in full force and effect.

E. REPRODUCTION OF AGREEMENT

Copies of this agreement shall be printed at the expense of the Board and a copy shall be mailed to each instructor within the bargaining unit at the time the Board presents a contract, either by mail or in person, to that instructor for approval and signing. It is further agreed that the Board shall furnish three (3) copies of this agreement to the Professional Employees for its use.

F. RECOGNITION

The Board recognizes the Professional Employees as the exclusive representative for purposes of collective bargaining under the Professional Negotiations Act., K.S.A. 72-5413, et seq. During the term of this agreement, a different representative or the same representative as provided by the Kansas Professional Negotiation Act, may be designated or selected for the purposes of professional negotiation for the next year by a majority of the professional employees in an appropriate negotiating unit. Such representative shall be the exclusive representative of all the professional employees in the unit for such purpose subject to the terms and conditions of the Kansas Professional Negotiation Act.

ARTICLE II

MANAGEMENT RIGHTS

The Board hereby retains and reserves unto itself, except as limited by the specified and express terms of the agreement, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Kansas and of the United States, including, but without limiting, the generality of the foregoing the right:

(a) to the executive management and administrative control of the school system and its properties and facilities;

(b) to hire all employees, and subject to the provisions of the law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion, and to promote, and transfer all such employees.

(c) to establish grades and courses of instruction including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board.

(d) to delegate authority through recognized administrative channels for the development and organization of the means and methods of the instruction according to current teaching materials; and the utilization of teach aides of all kinds;

(e) to determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and with respect to administrative and non-teaching activities within the school system, and the terms and conditions of employment.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement and Kansas Statutes; and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Kansas and the rules and regulations promulgated by the Kansas State Board of education and the Constitution and laws of the United States.

ARTICLE III

REDUCTION IN FORCE AND RECALL

When the Board finds that a reduction in force is in the best interest of the college, then and in that event, the effect upon the students and the school program should be of primary concern to all parties.

Various factors to be considered by the Board in making said reduction will be as follows:

Step One: Whenever possible, the reduction in staff should be accomplished by normal attrition, resignations and/or retirements.

Step Two: If additional reduction is necessary, part-time teachers should be terminated in the particular area. A part-time teacher shall include any teacher not assigned to full time teaching load.

Step Three: If further reductions are deemed necessary by the Board, nontenured teachers should be terminated in the particular areas prior to the termination of tenured teachers.

Step Four: If further reductions are deemed necessary by the Board, the following factors should be considered:

a. Seniority

b. Academic degrees and training

c. Qualifications to teach in areas of need

d. Evaluation reports

e. Recommendations of administrative staff.

These items are not attempted to be listed in any priority order and all will be given equal consideration.

RECALL AND/OR REEMPLOYMENT PLAN FOR TEACHERS WHO HAVE BEEN TERMINATED UNDER THE ABOVE REDUCTION IN FORCE PROCEDURE

Step One: Terminated teachers shall be used to fill other vacancies for which they are qualified. The qualifications shall be determined by the Board considering the factors set forth in Step Four above of the Reduction in Force procedure. Upon receiving a certified letter offering reemployment, the teacher must accept or reject the position within fifteen (15) days.

Step Two: Upon termination, affected teachers may have their names placed on a recall list. The list will be used to fill vacancies on the same basis as outlined above in Step One of this plan. Teachers' names will remain on the list for two (2) years and will be removed during that time only upon the teacher's written request to the president, or upon the teacher's refusal of reemployment by the college. After two (2) years, the teacher may request in writing that his or her name remain on the recall list for an additional period of one (1) year. Such request must be made by March 15 of each year.

Step Three: Reemployed teachers who have been terminated due to reduction in force, shall retain all benefits earned and not withdrawn at the college and shall be returned to salary with no loss or gain of income due to their absence during termination.

ARTICLE IV

TEACHER DISCIPLINE, SUSPENSION TERMINATION AND NONRENEWAL

A. Any discipline, termination or nonrenewal of a teacher or instructor that would be considered a member of the bargaining unit under the terms and conditions of this agreement, will be handled and/or enforced by the Board as provided by the laws of the State of Kansas, and the terms and conditions of this agreement. The employee or teacher shall be accorded all procedural safeguards related to any hearings that are required by law including the right to prepare defense, to present and cross-examine witnesses, to be represented by any legal counsel and/or the Association representation. Any employee who feels that a disciplinary action has been unfair, may file a grievance in accordance wth the grievance procedure.

B. Copies of all formal evaluations will be immediately delivered to each teacher and said teacher shall have the right to respond in writing to said evaluation.

C. The president of the college with the concurrence of the Board of Trustees may suspend an employee from duty. Employees may be suspended and subsequently discharged for unprofessional conduct, physical or mental incapacity, arrested or officially charged with the violation of any criminal laws amounting to a felony, or other conduct which substantially interferes with the continued performance of duties. In case of a suspension, an employee will during the term of suspension continue to receive regular compensation and such other benefits as his or her contract indicates. After investigation, should the grounds for suspension prove to be unsubstantiated, the employee may be reinstated.

D. Any teacher's files shall be open to inspection by the teacher at all times, and at the request of the teacher, a representative of the Professional Employees may inspect the teacher's files. The teacher shall have the right to respond to all materials contained in said files. Such response shall become a part of the file. No material derogatory to the teacher's conduct, service, character or personality shall be placed in the teacher's files unless the teacher has had an opportunity to review the material.

E. The teacher and/or his/her representative shall have the right to reproduce any contents of his or her files at any time at the teacher's expense.

ARTICLE V

WORKLOAD

Teachers will be expected to be on campus thirty-two (32) clock hours each week for work in the classroom, teacher's office or other assigned duties. The thirty-two (32) clock hours will be governed by the following provisions:

1. Teachers will be in the classroom thirty (30) semester hours per year. A minimum of thirteen (13) semester hours and a maximum of seventeen (17) semester hours may be assigned each semester at the request of the instructor.

2. Lunch periods and breaks are scheduled by each teacher at the beginning of each semester. The lunch period is not part of the scheduled work load and may be scheduled at the discretion of each teacher. At no time will the lunch period or breaks conflict with the teaching hours or office hours.

3. Other professional duties may be assigned by the administration in lieu of teaching hours and/or office hours.

4. Class hours and office hours will be posted in the classroom or office in a highly visible location on the first day of class for each teaching session: summer, fall and spring. If the teacher expects to be gone from his office more than thirty (30) minutes, he should leave a note posted next to his schedule stating where he may be found.

5. Teachers assigned night classes shall be available up to one (1) hour the same evening for student conferences.

6. Teachers assigned to Saturday classes will also be required to schedule one (1) hour each working Saturday for student conferences.

7. Duties may be assigned no more than five (5) continuous days of the week without the instructor's consent.

8. Vocational teachers will be on campus or assigned to college duties on or off campus between thirty-two (32) and forty (40) hours each week as required by the supervisor.

9. Nursing instructors shall be considered a part of the academic area and not a part of the vocational area.

ARTICLE VI

GRIEVANCE PROCEDURE

Definition:

Grievance: A complaint by a teacher, group of teachers or the Professional Employees based on an alleged violation, misinterpretation or misapplication by the college of a negotiated contract or agreement, a board policy, administrative regulation or practice affecting conditions of employment.

A. Procedure

The president of the college has the right to intercede at levels one and two to circumvent the grievance procedure and bring it immediately to level three.

1. Level One

The aggrieved person may first discuss the problem with his division chairman. During this discussion the aggrieved person, either directly or through the Professional Employees grievance representative, shall seek to resolve the matter informally.

2. Level Two

(a) If the aggrieved person is not satisfied with the disposition of his grievance at level one, or if no decision has been rendered within one week of discussion of the grievance, he may file the grievance in writing simultaneously with the Professional Employees or its designee and the dean of Instruction.

(b) Within one week after recdipt of the written grievance by the dean of Instruction, the dean of Instruction will meet with the aggrieved person and his representative of the Professional Employees in an effort to resolve it. The dean of instruction shall submit his decision in writing to the Professional Employees within one week after the meeting.

3. Level Three

(a) If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within one week after discussion of the grievance, he may file the grievance in writing simultaneously with the Professional Employees or its designee and the college president.

(b) Within one week after receipt of the written grievance by the college president, the college president will meet with the aggrieved person and his representative of the Professional Employees in an effort to resolve it. The college president shall submit his decision in writing to the aggrieved person and the Professional Employees within one week after the meeting.

4. Level Four

(a) If the aggrieved person is not satisfied with the disposition of his grievance at Level Three, or if no decision has been rendered within one week after presentation of the grievance, he may file the grievance with the Board of Trustees.

(b) Within one week after receipt of the written grievance by the Board, the Board, or its designee, will meet with the aggrieved person and his representative from the Professional Employees in an effort to resolve it. The Board shall submit its decision in writing to the aggrieved person and the Professional Employees within one week of the meeting.

Rights of Teachers to Representation:

1. No reprisals of any kind will be taken by the Board or administration against any participant in the grievance procedure by reason of such participation in that procedure.

2. A teacher may be represented at all stages of the grievance procedure by himself, herself, or, at his or her option, by a grievance representative selected by the Professional Employees. However, said teacher shall be present at all conferences, meetings, hearings, etc., involving the grievance procedure.

Miscellaneous:

1. The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limit specified however, may be extended by mutual agreement.

2. In the event a grievance is filed at such time that it

cannot be processed through all the steps in this grievance procedure by the end of the school year, the days shall be those days in which the district office is open for business.

3. If a Board, or any of its administrative staff, does not present a written decision within the time alloted involving any decisions to be made at Levels Three and Four of the Grievance Procedure, such failure to act shall be an admission that the grievance was justified and the aggrieved person shall receive the remedy he/she is seeking so long as said remedy does not violate the terms and conditions of this agreement or the laws of the State of Kansas.

4. Decisions rendered at Levels Two, Three and Four of the Grievance Procedure will be in writing setting forth the decision and the reasons therefor and will be transmitted promptly to all parties in interest and to the Professional Employees or its designee.

5. When it is necessary for the Professional Employees, or its representatives, to attend a grievance meeting or hearing during the school day, they will, upon notice to the president or immediate supervisor, be released without loss of pay. Any employee whose appearance in such meeting or hearing is as a witness will be accorded the same right.

6. The president of the college has the right to intercede at Levels One and Two to circumvent the Grievance Procedure at his sole option, and to bring it immediately to Level Three.

ARTICLE VII

PROFESSIONAL EMPLOYEES ASSOCIATION RIGHTS

Access to Buildings:

Duly authorized representatives of the Professional Employees shall be permitted to transact official association business on school property at all reasonable times during the time such buildings are normally open for college business. It is further provided that such activities shall in no way interrupt classroom activities or other regular duties of employees of the college.

Bulletin Board and Mail Services:

The Professional Employees shall have the right to post notices of activities and matters of association concerned as an employee bulletin board which will be provided by the Board in the faculty lounge of "A" building, and the Professional Employees shall have the right to place notices in the faculty mailboxes.

Exclusive Rights:

The rights granted in this agreement are exclusively those of the recognized representative of the teachers under the provisions of the Kansas Professional Negotiation Act.

Payroll Deduction:

Within thirty (30) days after receipt of written authorization from the teacher, the Board may deduct from the salary of that particular teacher and make appropriate remittance to the Professional Employees that is representative of that teacher's barganing unit for that particular year. Such authorization shall continue in effect from year to year. Amounts to be deducted shall be supplied to the Board in the authorization signed by the particular teacher to be charged. Prior authorizations existing on the effective date of this agreement shall continue in full force and effect if they meet the requirements of this agreement unless and until revoked in writing by the employee.

The Board shall transmit to the appropriate Professional Employees the total monthly deduction for the professional dues within ten (10) days following each regular pay period.

Use of Facilities and Equipment:

The Professional Employees shall have the right to use school facilities and equipment including, but not limited to, typewriters, memograph machines, other duplicating equipment, calculating machines, audiovisual equipment, and such other equipment which is not otherwise in use by the college.

Such use shall not interfere with the college's normal and regular use of said equipment and the Professional Employees shall reimburse the college for the actual costs of all paper, supplies and copies.

The Professional Employees shall have the right to hold meetings in the school buildings at normal times during the period of time when said buildings are normally open for school use. Reservations for the use of said buildings shall be made in advance with the office of the president and the Professional Employees shall be responsible and liable to the college for any additional utilities, salaries or other costs to the college as a result of said use.

ARTICLE VIII

UNIFORM PROFESSIONAL EMPLOYEES CONTRACT PAYMENT DATES

The Professional Employees contracts (except cosmetology and transportation department instructors) will have a uniform payment date. The salary specified in said contracts will be payable in twelve (12) equal installments on or about the 25th day of each calendar month beginning August 25 of each year. The final installment of the 1986-1987 contract will be paid on or about July 25, 1987. Cosmetology and transportation instructors will receive their first payment on or about July 25, and the final payment date on or about June 25, 1987.

ARTICLE IX

UNIFORM RENEWAL DATE FOR HEALTH INSURANCE

The renewal date for health insurance for the Fort Scott Community College group shall coincide with the uniform renewal date of the Professional Employee's contracts.

ARTICLE X

MANAGEMENT OF HEALTH INSURANCE PREMIUM REFUNDS

Any refund received from the health insurance carrier for the Fort Scott Community College health insurance group, which refund exceeds Five dollars ($5.00) per single membership, shall be distributed to the patrons of the plan on their proportional basis. any refund of less than Five dollars ($5.00) per single membership may be retained by the college. The college shall mail said refund to the patron at his last-known address. Any refunds which are unclaimed by the patron at the expiration of one (1) year from the date of mailing shall become the property of the college.

ARTICLE XI

STUDENT ADVISING

INVOLVEMENT AND COMMITTEE ASSIGNMENTS

A. Professional Employees will be assigned students for advising. Each student making application for admission will be assigned a Professional Employee advisor. Assignments will be distributed equally among Professional Employees with the exception that students declaring a major field of study will be advised by the department of the student's declared interest.

B. It will be the responsibility of the teacher advisor to notify the admissions office and/or the dean of students when student advisees make any significant alteration of education plans.

C. Professional Employees will cooperate with the administration in handling all extra-curricular activites as customary in the past.

ARTICLE XII

FORM OF CONTRACT

A. It is agreed between the parties that the form of the contract presently used by the college shall continue; however, the proper name of the college may be placed on the contract in the event the college so desires.

B. It is further agreed between the parties in connection with their negotiations involving the form of the contract that the college would mail to the last-known address of each teacher under contract substantially the following notice concerning that teacher's proposed reemployment, and that the notice would be mailed on or before April 15 of each year during the terms of this agreement, notice to be as follows:

RE: 19__ Employment Contract

Dear ____________________

It is the desire of the Fort Scott Community College to continue your contract for the 19___ school year. Your salary will be determined at a later date in accordance with the terms and conditions of the written contract in compliance with the Kansas Professional Negotiations Act, K.S.A. 74-5413, et seq. as entered into between the Fort Scott Community College Board of Trustees and the Fort Scott College Association of Professional Employees. It is presently the intention of the college to propose your contract in the following manner:

> There are no anticipated changes in your teaching responsibiilties or any additional or extra-duty assignments in the above-mentioned contract year.
>
> The Fort Scott Community College anticipates at this time that the following assignments or extra duties will be made a part of your contract for the above-mentioned school year:
>
> A.____
> ____
>
> B.____
> ____
>
> C.____
> ____

If you have any questions concerning these responsibilities or dutes, please contact the undersigned at your earliest convenience. If we do not hear from you by May 15, we will assume you have no objection, and these responsibilities and duties will be made a part of your contract.

Sincerely yours,

President,
Fort Scott Community College

ARTICLE XIII

LOSS OF TIME AND SICK LEAVE REGULATIONS

It is mutually agreed between the parties that a committee was established to study the loss of time and sick leave regulations as was provided in the Professional Negotiations Contract dated May 24, 1984. It is agreed between the parties that after studying the recommendations of that committee, there will be no change in the present loss of time and sick leave regulations that are in effect at the College.

ARTICLE XIV

ASSIGNMENT OF CLASS TIMES AND LOAD

It is mutually agreed between the parties that the Board of Trustees and the administration have the right to assign the various times the teachers will hold their classes and the class load that each individual teacher will be required to carry. Both parties agree that this is a right held by the Board of Trustees and the administration under the present contract through the terms of Article II, Section (e) of the Management's Rights Clause.

ARTICLE XV

DEVELOPMENT OF LONG-RANGE OBJECTIVES

The Board of Trustees has proposed that there be a formulation of new mission statements and objectives for long-range development of the College in general and that these objectives and mission statements should be adopted by the Board of Trustees and made a part of the Board Policy Manual. It is mutually agreed between the parties that this action may be taken and that any input from the Professional Employees in this regard will be given due consideration by the Board of Trustees. The Board Policy Manual may eventually be amended to reflect these changes.

ARTICLE XVI

NEW ORGANIZATIONAL CHART

The Board of Trustees has proposed that there should be developed a new organizational chart reflecting re-organization of the College which will involve some changes in the Board Policy Manual and which will pertain primarily to the administrative staff. The parties mutually agreed that said new organizational chart may be developed and that the Board Policy Manual may be amended to reflect this re-organization.

ARTICLE XVII

PROCEDURES FOR USE OF VEHICLES

The parties mutually agree that a committee will be formed which consists of two (2) teachers and two (2) administrators to study the process and procedures for use of College vehicles. That these new procedures will be submitted to the Board of Trustees for adoption and it is mutually agreed that the Board Policy Manual may be changed and amended to reflect these new procedures.

ARTILE XVIII

PROFESSIONAL EMPLOYEES EVALUATION TIME FRAMES

It is mutually understood and agreed that the present faculty evaluation process does not reflect time frames that are consistent with the present state statutes. It is mutually agreed that the evaluation process may be amended in order that the times for evaluation are brought in compliance with the laws of the State of Kansas. Any amendment to the Board Policy Manual or other document may be amended accordingly.

ARTICLE XIX

FRINGE BENEFITS

1. The College shall provide the sum of One thousand eight hundred dollars ($1,800.00) to be designated as a fringe benefit fund for each teacher who is represented by the Professional Employees.

Ft Scott CC

The fringe benefit fund may be applied to:

a. A health insurance policy written by a qualified insurance company which is authorized to do business in the State of Kansas;

b. Pay directly to an I.R.S. approved tax shelter annuity plan;

c. Apply to a term life insurance policy to be written in an insurance company which is authorized to do business in the State of Kansas;

d. Any combination of the above.

2. Each individual teacher will notify the College at the beginning of each year, in writing, the manner in which their fringe benefits are to be paid.

ARTICLE XX

SALARY

1. The following shall be used in determining the salary increase for teachers with one or more years experience at the Community College.

2. New teacher's salaries will be determined initially by the administration an the Board of Trustees of the Community College.

3. It is mutually agreed between the parties that for the year 1986-1987, all those teachers represented by the Professional Employees will receive an increase over and above their present salary that the particular teacher received under the 1985-1986 contract:

a. All teachers with a Bachelor or Vocational degree will receive an increase of ---------------------------------- $ 983.14

b. All teachers with a Masters degree will receive an increase of --- $1,068.63

c. All teachers with a Masters plus 30 degree will receive an increase of --- $1,154.12

d. All teachers with a Doctorate degree will receive an increase of -- $1,250.30

4. Persons obtaining a higher degree would have their present salary increased by eight percent (8%) and would receive in addition the amount of raise negotiated for the higher degree.

5. Teachers will receive an additional Fifteen dollars ($15.00) per credit hour for all appropriate hours beyond their present degree.

6. It is mutually understood that the above-mentioned salary increase is for all teachers on a regular nine-month contract. All teachers coming under the terms of this agreement on a contract for ten months shall receive one/ninth of the above-mentioned increase in salary for the additional month.

7. teachers in the cosmetology and transportation departments will receive an increase in their twelve-month salary equal to a nine-month salary increase. These teachers will continue their twelve-month contract with one month vacation.

ARTICLE XXI

LENGTHENING CONTRACT

It is mutually agreed between both parties that a committee composed of the Division Chair Persons, the Dean of Instruction and the President will be formed to study the lengthening and/or adding additional days to the individual contract. However, no more than 5 days may be added. This committee shall submit a written report of its findings and the findings of the committee will be effective immediately and shall be final and binding upon both parties to this agreement. The committee has met and submitted its written report. It is mutually agreed that the new teacher's contract will be a 170 day contract.

XXII

MEMBERSHIP IN THE BARGAINING UNIT

It is mutually agreed between the parties to this agreement that a committee composed of Steve Harry, Don Stern, Emma Holt, Richard D.

Hedges and Carolyn Sinn representing the negotiating team of both parties will be immediately formed to study and make recommendations as to the membership of the barganing unit and/or those employees that would come within the definition of the term "professional employee". This committee will further study and make recommendations concerning what employees in the barganing unit come within the 32 hour work week and what employees come within a required 40 hour work week. Written recommendations of this committee will be presented to both parties of this agreement prior to January 1, 1986. The written report of the committee will act as their recommendation only, and will be non-binding on both parties to this agreement. These issues shall be listed as an item of negotiation under the Professional Negotiations Act for the 1987-1988 professional negotiations.

ARTICLE XXIII

COMPLETE AGREEMENT

This contract contains all of the agreements, covenants, stipulations and understandings of the parties with respect to the terms and conditions of professional service and with respect to all other matters dealt with herein. No officer, agent or representative of either of the parties has authority to make representations or agreements in conflict herewith and not included herein that will affect the rights of the parties.

IN WITNESS WHEREOF, the parties have executed this agreement at Fort Scott, Kansas, the 1st day of May, 1986.

FORT SCOTT COMMUNITY COLLEGE

By
Chairman, Board of Trustees

By Richard D. Hedges
Richard D. Hedges, President

FORT SCOTT COLLEGE ASSOCIATION OF
PROFESSIONAL EMPLOYEES

By Wayne C. Stringer
Wayne Stringer, President

By
Don Stern, Chief Negotiator
Don Stern

AGREEMENT

Between

THE BOARD OF TRUSTEES OF

THE GARDEN CITY COMMUNITY COLLEGE

and

THE GARDEN CITY COMMUNITY COLLEGE HIGHER EDUCATION ASSOCIATION

For The School Year 1987-88

and

For The School Year 1988-89

RECEIVED
9-24-87

INDEX

Page

ARTICLE I - Definitions 1

ARTICLE II - General Provisions 2
  Section A. Savings Clause 2
  Section B. Retained Rights 2

ARTICLE III - Salaries and Wages 4
  Section A. Salary Schedule Regulations .. 4
  Section B. Salary Schedule 8
  Section C. Supplemental Pay Schedule 10
  Section D. Overload Pay 13
  Section E. Pay For Evening Division 13
  Section F. Summer School Classes 13
  Section G. Pay For Activity Responsibility 13
  Section H. Per Diem - Professional Growth 14
  Section I. Staff Scholarships 14
  Section J. Pay For Workshops and Seminars 15
  Section K. College Activities' Pass 15

ARTICLE IV - Hours of Work 16
  Section A. Academic Year Contract 16
  Section B. Evening Division Classes 16
  Section C. College Classes During College Workday 16

ARTICLE V - Amounts of Work 17
  Section A. Professional Workload 17
  Section B. Load Credit - Workshops and Seminars 20
  Section C. Extra-Curricular Involvement/ Committee Assignments 21
  Section D. Activity Responsibilities 21

ARTICLE VI - Leaves 22
  Section A. Sick Leave 22
  Section B. Bereavement 22
  Section C. Leave of Absence With Pay 22
  Section D. Leave of Absence Without Pay. 23
  Section E. Medical Leave 24

ARTICLE VII - Insurance Benefits 26
  Section A. Salary Reduction Plan 26
  Section B. Group Term Life Insurance 30

ARTICLE VIII - Grievance Procedure 31
  Section A. Grievance Procedure 31

ARTICLE IX - Non-Renewal and Termination of Contracts... 34
  Section A. Non-Probationary Employee.... 34
  Section B. Probationary Employee........ 35
  Section C. Reduction in Force........... 35

ARTICLE X - Probation Period........................... 38
  Section A. Probationary Employment...... 38

ARTICLE XI - Duration of Agreement...................... 39

ARTICLE I - DEFINITIONS

A. ADMINISTRATION: Any employee so designated by the Board of Trustees as employed in an administrative capacity.

B. ASSOCIATION: The Garden City Community College Higher Education Association, affiliated with Kansas-National Education Association.

C. BOARD: The Board of Trustees of Garden City Community College, Finney County, Kansas.

D. PRESIDENT: President of Garden City Community College.

E. COLLEGE: Garden City Community College.

F. DAYS: Except when otherwise indicated, days shall mean calendar days.

G. K-NEA: Kansas-National Education Association.

H. NEA: National Education Association.

I. EMPLOYEE: The terms "employee" and "instructor" may be used interchangeably but shall mean the same.

J. INSTRUCTOR: Professional Employees including all instructors and instructor-division directors whose assignment includes teaching at least fifty percent (50%) or more of the time.

K. HE, HIM, HIS: Shall apply as appropriate to male and/or female person(s).

L. BASE CONTRACT YEAR: The base contract year for instructors is composed of no more than one hundred seventy (170) contract days.

M. EXTENSIONS: Extra contract days assigned by the Board in addition to the base contract year of one hundred seventy (170) days.

N. DAILY RATE: One, divided by the number of days in the teacher's annual base contract, times his salary.

ARTICLE II - GENERAL PROVISIONS

Section A. Savings Clause

In the event any provision of this Agreement is finally ruled invalid under any appropriate State or Federal law or regulation, the balance of the Agreement not affected by such ruling shall remain in full force and effect. The Board shall have the right to determine and implement necessary provisions to correct such invalidity and the same shall be subject to negotiation upon request following February 1.

Section B. Retained Rights

The Board shall operate and manage the College. It is understood that the rights of the Professional Employees are set forth throughout the balance of this Agreement. Such rights shall not be abridged by this Retained Rights clause. However, subject only to the express limitations set forth elsewhere in this Agreement, the Board shall continue to hire, transfer, promote and demote employees; to discipline, reprimand, suspend or discharge employees for just cause; to lay off and recall employees; to determine workload, office hours, qualifications for advancement, assignment of work, and select Professional Employees (including Division Directors and Associate Dean, following the review of recommendations, if any, from concerned faculty); to make administrative evaluation of employees; to extend contracts; to determine the number of employees to be used in any classification or activity; to prepare, enter into and execute employment contracts between any Professional Employee and the Board which shall include by reference this

87

Agreement; to determine the period, curriculum and content of any school term or course; to establish or modify rules, regulations and practices, but which shall not set aside other terms of this Agreement; to grant sabbatical leaves on such terms and to such persons as the Board may from time to time determine necessary or desirable; to close down or move the College or any part thereof or to curtail operations; to establish new departments or operations and to discontinue existing departments or operations, in whole or in part; to purchase or acquire and to sell or dispose of any assets; to control, maintain and regulate the use of buildings, equipment and other property of the College; to introduce new or improved methods or equipment; to subcontract work as the Board deems necessary or desirable; to determine the number and location of operations, services and courses; and otherwise, generally to manage the College and direct the employees. The above rights are not all inclusive but enumerate by way of illustration the type of rights which belong to the Board. All other rights, powers or authority which the Board had prior to the signing of this Agreement are retained by it, except those which have been specifically abridged, delegated or modified by this Agreement; it being understood and agreed that nothing in this Agreement shall restrict or modify the rights and duties of the Board as provided by law.

ARTICLE III - SALARIES AND WAGES

Section A. Salary Schedule Regulations

1. Initial Placement and Advancement on the Salary Schedule

The Administration will determine the amount of teaching experience and academic qualification of new Professional Employees to be acknowledged for placement on the salary schedule. The President, with approval of the Board of Trustees, shall determine the initial step on which each new Professional Employee will be placed on the salary schedule.

Once a new Professional Employee has been placed on the salary schedule, he/she shall meet the same requirements and shall advance on the salary schedule with other Professional employees.

2. Salary Non-Degree

(a) This policy shall apply to non-degree teaching personnel, and relates directly to the salary schedule.

(b) Five (5) years of satisfactory occupational experience may permit entry at the B.S. level; ten (10) years of satisfactory occupational experience may permit entry at the M.S. level. Each additional year of satisfactory occupational experience may be considered equal to one (1) year of teaching experience for vertical step placement in accordance with the salary schedule for year 1987-88 and 1988-89.

(c) Increments of fifteen (15) college credit hours, or equivalent in teaching field as hereinafter provided, may entitle Professional Employee to B.S. + 15 level. Advancement from B.S. + 15 level to M.S. level may require an increment of twenty-five (25) college credit hours, or equivalent, and this same twenty-five (25) college hours, or equivalent, provision may be required to entitle Professional Employees to each of next levels past M.S. level up to and including M.S. + 60.

(d) Thirty (30) hours of in-service training may be considered equivalent to one (1) college credit hour, except twenty (20) hours of in-service training may be considered equivalent to one (1) college credit hour for non-degreed Professional Employees under contract with the College as of April 1, 1978. In-service training must be in applicant's or Professional Employee's teaching field and certified by the sponsoring institution by letter or certificate; provided, that the training have, in advance, the written approval of the appropriate Administrators. Reasons will be given in writing when applications for in-service training credit are disapproved.

(e) Professional Employees may receive one (1) vertical step advance for each year of teaching service at this College.

3. Credit for Attendance at Approved Workshops/Seminars Professional Employees may request that attendance at approved workshops/seminars be considered for horizontal advancement on the salary schedule. The following provisions will govern all requests.

(a) The proper application form must be completed and submitted to the Division Director, Dean and President at least ten (10) days in advance of the workshop/seminar.

(b) If the credit is to be granted for attendance at an approved workshop/seminar, approval must be given by the President, or his/her designee, in advance of the employee's attendance at said workshop/seminar.

(c) Credit for workshop/seminar attendance will be considered on the basis of clock hours. Fifteen (15) clock hours of attendance will be considered as the equivalent of one credit hour.

(d) Clock hours will be accumulative; however, no more than three (3) equivalent credit hours earned through non-credit workshop/seminar attendance will be allowed toward any of the fifteen (15) credit hours necessary to advance horizontally from one level on the salary schedule to the next.

(e) Only those workshops/seminars which relate to the employee's teaching field will be considerd for approval.

(f) No credit will be granted for attendance at workshops/seminars for which the employee receives paid leave by the College, or for which the employee receives partial or full reimbursement of expenses from the College.

Section B. Salary Schedule

SALARY SCHEDULE - GARDEN CITY COMMUNITY COLLEGE - YEAR 1987-88

STEP	LEVEL 1		LEVEL 2		LEVEL 3		LEVEL 4		LEVEL 5		LEVEL 6		LEVEL 7		LEVEL 8	
1	14448.00	.8600	15624.00	.9300	16800.00	1.0000	17640.00	1.0500	18480.00	1.1000	19320.00	1.1500	20160.00	1.2000	21000.00	1.2500
2	14910.00	.8875	16086.00	.9575	17430.00	1.0375	18270.00	1.0875	19110.00	1.1375	19950.00	1.1875	20790.00	1.2375	21630.00	1.2875
3	15372.00	.9150	16548.00	.9850	18060.00	1.0750	18900.00	1.1250	19740.00	1.1750	20580.00	1.2250	21420.00	1.2750	22260.00	1.3250
4	15834.00	.9425	17010.00	1.0125	18690.00	1.1125	19530.00	1.1625	20370.00	1.2125	21210.00	1.2625	22050.00	1.3125	22890.00	1.3625
5	16296.00	.9700	17472.00	1.0400	19320.00	1.1500	20160.00	1.2000	21000.00	1.2500	21840.00	1.3000	22680.00	1.3500	23520.00	1.4000
6	16758.00	.9975	17934.00	1.0675	19950.00	1.1875	20790.00	1.2375	21630.00	1.2875	22470.00	1.3375	23310.00	1.3875	24150.00	1.4375
7	17220.00	1.0250	18396.00	1.0950	20580.00	1.2250	21420.00	1.2750	22260.00	1.3250	23100.00	1.3750	23940.00	1.4250	24780.00	1.4750
8	17682.00	1.0525	18858.00	1.1225	21210.00	1.2625	22050.00	1.3125	22890.00	1.3625	23730.00	1.4125	24570.00	1.4625	25410.00	1.5125
9	18144.00	1.0800	19320.00	1.1500	21840.00	1.3000	22680.00	1.3500	23520.00	1.4000	24360.00	1.4500	25200.00	1.5000	26040.00	1.5500
10	18606.00	1.1075	19782.00	1.1775	22470.00	1.3375	23310.00	1.3875	24150.00	1.4375	24990.00	1.4875	25830.00	1.5375	26670.00	1.5875
11	19068.00	1.1350	20244.00	1.2050	23100.00	1.3750	23940.00	1.4250	24780.00	1.4750	25620.00	1.5250	26460.00	1.5750	27300.00	1.6250
12	19530.00	1.1625	20706.00	1.2325	23730.00	1.4125	24570.00	1.4625	25410.00	1.5125	26250.00	1.5625	27090.00	1.6125	27930.00	1.6625
13	19992.00	1.1900	21168.00	1.2600	24360.00	1.4500	25200.00	1.5000	26040.00	1.5500	26880.00	1.6000	27720.00	1.6500	28560.00	1.7000
14	20454.00	1.2175	21630.00	1.2875	24990.00	1.4875	25830.00	1.5375	26670.00	1.5875	27510.00	1.6375	28350.00	1.6875	29190.00	1.7375
15			22092.00	1.3150	25620.00	1.5250	26460.00	1.5750	27300.00	1.6250	28140.00	1.6750	28980.00	1.7250	29820.00	1.7750
16			22554.00	1.3425	26250.00	1.5625	27090.00	1.6125	27930.00	1.6625	28770.00	1.7125	29610.00	1.7625	30450.00	1.8125
17					26880.00	1.6000	27720.00	1.6500	28560.00	1.7000	29400.00	1.7500	30240.00	1.8000	31080.00	1.8500
18					27510.00	1.6375	28350.00	1.6875	29190.00	1.7375	30030.00	1.7875	30870.00	1.8375	31710.00	1.8875
19							26980.00	1.7250	29820.00	1.7750	30660.00	1.8250	31500.00	1.8750	32340.00	1.9250
20							29610.00	1.7625	30450.00	1.8125	31290.00	1.8625	32130.00	1.9125	32970.00	1.9625
21									31080.00	1.8500	31920.00	1.9000	32760.00	1.9500	33600.00	2.0000
22									31710.00	1.8875	32550.00	1.9375	33390.00	1.9875	34230.00	2.0375
23											33810.00	1.9750	34020.00	2.0250	34680.00	2.0750
24											34440.00	2.0125	34650.00	2.0625	35490.00	2.1125
25													35280.00	2.1000	36120.00	2.1500
26													35910.00	2.1375	36750.00	2.1875
27															37380.00	2.2250
28															38010.00	2.2625

SPECIAL PROVISIONS:

1. Each teacher, in addition to the base salary as determined from the above salary schedule, and, if appropriate, from other types of salaries (extensions, extra duties, overload, evening division, etc.) will have $2,340 added to the salary(ies) in order to determine the teacher's total compensation. Each teacher will have the opportunity to reduce his/her compensation in the amount necessary for the Board to purchase those nontaxable benefits selected by said teacher.

Section B. Salary Schedule

SALARY SCHEDULE - GARDEN CITY COMMUNITY COLLEGE - YEAR 1988-89

EP	LEVEL 1		LEVEL 2		LEVEL 3		LEVEL 4		LEVEL 5		LEVEL 6		LEVEL 7		LEVEL 8	
	15118.80	.8600	16349.40	.9300	17580.00	1.0000	18459.00	1.0500	19338.00	1.1000	20217.00	1.1500	21096.00	1.2000	21975.00	1.2500
	15558.30	.8850	16788.90	.9550	18195.30	1.0350	19074.30	1.0850	19953.30	1.1350	20832.30	1.1850	21711.30	1.2350	22590.30	1.2850
	15997.80	.9100	17228.40	.9800	18810.60	1.0700	19689.60	1.1200	20568.60	1.1700	21447.60	1.2200	22326.60	1.2700	23205.60	1.3200
	16437.30	.9350	17667.90	1.0050	19425.90	1.1050	20304.90	1.1550	21183.90	1.2050	22062.90	1.2550	22941.90	1.3050	23820.90	1.3550
	16876.80	.9600	18107.40	1.0300	20041.20	1.1400	20920.20	1.1900	21799.20	1.2400	22678.20	1.2900	23557.20	1.3400	24436.20	1.3900
	17316.30	.9850	18546.90	1.0550	20656.50	1.1750	21535.50	1.2250	22414.50	1.2750	23293.50	1.3250	24172.50	1.3750	25051.50	1.4250
	17755.80	1.0100	18986.40	1.0800	21271.80	1.2100	22150.80	1.2600	23029.80	1.3100	23908.80	1.3600	24787.80	1.4100	25666.80	1.4600
	18195.30	1.0350	19425.90	1.1050	21887.10	1.2450	22766.10	1.2950	23645.10	1.3450	24524.10	1.3950	25403.10	1.4450	26282.10	1.4950
	18634.80	1.0600	19865.40	1.1300	22502.40	1.2800	23381.40	1.3300	24260.40	1.3800	25139.40	1.4300	26018.40	1.4800	26897.40	1.5300
	19074.30	1.0850	20304.90	1.1550	23117.70	1.3150	23996.70	1.3650	24875.70	1.4150	25754.70	1.4650	26633.70	1.5150	27512.70	1.5650
	19513.80	1.1100	20744.40	1.1800	23733.00	1.3500	24612.00	1.4000	25491.00	1.4500	26370.00	1.5000	27249.00	1.5500	28128.00	1.6000
	19953.30	1.1350	21183.90	1.2050	24348.30	1.3850	25227.30	1.4350	26106.30	1.4850	26985.30	1.5350	27864.30	1.5850	28743.30	1.6350
	20392.80	1.1600	21623.40	1.2300	24963.60	1.4200	25842.60	1.4700	26721.60	1.5200	27600.60	1.5700	28479.60	1.6200	29358.60	1.6700
	20832.30	1.1850	22062.90	1.2550	25578.90	1.4550	26457.90	1.5050	27336.90	1.5550	28215.90	1.6050	29094.90	1.6550	29973.90	1.7050
			22502.40	1.2800	26194.20	1.4900	27073.20	1.5400	27952.20	1.5900	28831.20	1.6400	29710.20	1.6900	30589.20	1.7400
			22941.90	1.3050	26809.50	1.5250	27688.50	1.5750	28567.50	1.6250	29446.50	1.6750	30325.50	1.7250	31204.50	1.7750
					27424.80	1.5600	28303.80	1.6100	29182.80	1.6600	30061.80	1.7100	30940.80	1.7600	31819.80	1.8100
					28040.10	1.5950	28919.10	1.6450	29798.10	1.6950	30677.10	1.7450	31556.10	1.7950	32435.10	1.8450
							29534.40	1.6800	30413.40	1.7300	31292.40	1.7800	32171.40	1.8300	33050.40	1.8800
							30149.70	1.7150	31028.70	1.7650	31907.70	1.8150	32786.70	1.8650	33665.70	1.9150
									31644.00	1.8000	32523.00	1.8500	33402.00	1.9000	34281.00	1.9500
									32259.30	1.8350	33138.30	1.8850	34017.30	1.9350	34896.30	1.9850
											33753.60	1.9200	34632.60	1.9700	35511.60	2.0200
											34368.90	1.9550	35247.90	2.0050	36126.90	2.0550
													35863.20	2.0400	36742.20	2.0900
													36478.50	2.0750	37357.50	2.1250
															37972.80	2.1600
															38588.10	2.1950

SPECIAL PROVISIONS:

1. Each teacher, in addition to the base salary as determined from the above salary schedule, and, if appropriate, from other types of salaries (extensions, extra duties, overload, evening division, etc.) will have $2,520 added to the salary(ies) in order to determine the teacher's total compensation. Each teacher will have the opportunity to reduce his/her compensation in the amount necessary for the Board to purchase those nontaxable benefits selected by said teacher.

Section C. Supplemental Pay Schedule

Conditions that govern the supplemental pay schedule are as follows:

1. The College will not engage in a sport or activity, and/or engage a coach for that sport or activity until the Board of Trustees has officially approved the sport or activity.

2. The College may, or may not, hire assistant coaches or assistant directors of various activities. The decision as to whether or not assistants will be used is made by the Board of Trustees.

3. No assistant shall be hired until approved in advance by the Board, and then only for the sports and activities designated in the supplemental pay schedule.

4. In computing the salaries for the various assignments the base salary (Bachelor's Degree - Level 1 - Step 1) will be multiplied by the appropriate percentage.

SUPPLEMENTAL PAY SCHEDULE
1987-1988

Activity or Assignment	Head Coach		Assistant	
Football	20%	($2,889.60)	12%	($1,733.76)
Basketball	20%	($2,889.60)	12%	($1,733.76)
Track-Cross Country	20%	($2,889.60)	8%	($1,155.84)
Baseball	20%	($2,889.60)	8%	($1,155.84)
Wrestling	20%	($2,889.60)	8%	($1,155.84)
Tennis	10%	($1,444.80)		
Golf	10%	($1,444.80)		
Softball	10%	($1,444.80)		
Volleyball	10%	($1,144.80)	6%	($ 866.88)
Rodeo	12%	($1,733.76)		
Cheerleading Sponsor	8%	($1,155.84)		
Division Director	12%	($1,733.76)		
Director of Athletics	12%	($1,733.76)		
Director of Intramurals	12%	($1,733.76)		
Director of Cosmetology	3%	($ 433.44)		
Forensics Coach	12%	($1,733.76)		
Drama Director	12%	($1,733.76)	8%	($1,155.84)
Vocal Music Director	12%	($1,733.76)	8%	($1,155.84)
Yearbook Advisor	12%	($1,733.76)		
Newspaper Advisor	12%	($1,733.76)		
Livestock Judging	12%	($1,733.76)		
Instrumental Music Director	12%	($1,733.76)		

Base Salary (Bachelor's Degree - Level 1 - Step 1) $14,448

SUPPLEMENTAL PAY SCHEDULE
1988-1989

Activity or Assignment	Head Coach		Assistant	
Football	20%	($3,023.76)	12%	($1,814.26)
Basketball	20%	($3,023.76)	12%	($1,814.26)
Track-Cross Country	20%	($3,023.76)	8%	($1,209.50)
Baseball	20%	($3,023.76)	8%	($1,209.50)
Wrestling	20%	($3,023.76)	8%	($1,209.50)
Tennis	10%	($1,511.88)		
Golf	10%	($1,511.88)		
Softball	10%	($1,511.88)		
Volleyball	10%	($1,511.88)	6%	($ 907.13)
Rodeo	12%	($1,814.26)		
Cheerleading Sponsor	8%	($1,209.50)		
Division Director	12%	($1,814.26)		
Director of Athletics	12%	($1,814.26)		
Director of Intramurals	12%	($1,814.26)		
Director of Cosmetology	3%	($ 453.56)		
Forensics Coach	12%	($1,814.26)		
Drama Director	12%	($1,814.26)	8%	($1,209.50)
Vocal Music Director	12%	($1,814.26)	8%	($1,209.50)
Yearbook Advisor	12%	($1,814.26)		
Newspaper Advisor	12%	($1,814.26)		
Livestock Judging	12%	($1,814.26)		
Instrumental Music Director	12%	($1,814.26)		

Base Salary (Bachelor's Degree - Level 1 - Step 1) $15,118.80

Section D. Overload Pay

For Year 1987-88

Instructors will be paid at the rate of $280 per credit hour when their professional workload exceeds the normal teaching load.

For Year 1988-89

Instructors will be paid at the rate of $295 per credit hour when their professional workload exceeds the normal teaching load.

Section E. Pay For Evening Division

For Year 1987-88

Instructors will be paid at the rate of $280 per credit hour for teaching in the evening division.

For Year 1988-89

Instructors will be paid at the rate of $295 per credit hour for teaching in the evening division.

Section F. Summer School Classes

Remuneration for teaching classes shall be at the rate of one-thirtieth (1/30) of the Professional Employee's annual base salary (for last contract year) per credit hour of summer classes taught.

Section G. Pay For Activity Responsibility

Pay of $15.00 per each separately completed intercollegiate athletic event (game, match, meet or tournament session) will be paid to those who assist with athletic activities assigned by the athletic director.

Section H. Per Diem - Professional Growth

Professional Employees, when attending and participating in professional meetings approved by the College President, or his/her designee, shall receive payment for actual expenses incurred during attendance at such meetings within the state and in an amount not to exceed $45.00 per diem, and in an amount not to exceed $60.00 per diem on expenses incurred while attending activities outside the State of Kansas. In addition, upon approval by the College President, or his/her designee, any Professional Employee attending meetings within or without the state, shall receive his actual expenses of transportation and registration fees. In the event College provided transportation is not available, the Professional Employee, upon approval by the College President, or his/her designee, shall receive his expenses for use of a personal vehicle at a mileage rate not less than that paid by the State of Kansas to its employees. Exceptions: This section does not apply to: (1) the annual KACC Conference, the payment of lodging expenses, meal expenses, and registration fees will be as determined by the President, or his/her designee, and (2) attendance at meetings conducted by the State Teachers' Convention of the Kansas National Education Association.

Section I. Staff Scholarships

Full-time Professional Employees, their dependent children, and wives/husbands, have the privilege of attending Garden City Community College on a tuition-free basis if they meet the requirements for admission, but they will have the obligation to pay all required college fees. "Dependent children" shall be defined as children (of a full-time Professional Employee) who are 21 years of age or younger and who are financially supported by the respective Professional Employee.

Section J. Pay For Workshops and Seminars

College instructors who handle workshops/seminars under the non-credit with credit option, or solely for non-credit, must declare in advance of offering the workshop/seminar that they desire to be paid $25 per contact hour (hours in the formal workshop/seminar presentation with all participants present) or that they desire to be paid whatever is received from participant's fees less 15 percent for expenses for indirect costs.

Section K. College Activities Pass

All Professional Employees will receive a pass for each family member good for all College sponsored activities.

ARTICLE IV - HOURS OF WORK

Section A. Academic Year Contract

The academic year contract shall consist of one hundred seventy (170) teaching days for all Professional Employees. Those Professional Employees who work longer than one hundred seventy (170) teaching days shall be contracted to work for the length of time designated by the Board of Trustees, and the duties to be performed (including teaching), the length of the work year, and the yearly compensation shall be stipulated in the contract. The amount of additional compensation for work beyond the one hundred seventy (170) teaching days shall be determined by the Board of Trustees.

Section B. Evening Division Classes

Evening classes are those classes which are in addition to regular day time teaching assignments.

Night-time and off-campus teaching by full-time Professional Employees during the regular school year shall be limited to a maximum of six (6) hours per semester, or two (2) classes totaling six (6) hours or less per semester, unless otherwise recommended by the Administration and with mutual consent of the Professional Employee involved.

Section C. College Classes During College Workday

Professional Employees shall not take College classes during the College workday except after recommendation by the President and approval by the Board of Trustees.

ARTICLE V - AMOUNTS OF WORK

Section A. Professional Workload

Professional Employees shall be assigned a professional workload according to the following criteria:

1. A normal professional workload for any full-time Professional Employee shall be defined as follows:
   a. 11 to 12 semester credit hours shall be considered a normal load for full-time Professional Employees of the English Department teaching at least six (6) hours from the following courses -- grammar, English I and English II, communications, and creative writing, or four (4) preparations; director of athletics; head coaches (in season); vocal and instrumental music director; and Project I Care sponsor. Additional position titles may be added to this list only after the Professional Employee(s) involved justifies in writing each addition to the Division Director, and after administrative approval.
   b. 14 to 15 semester credit hours shall be considered a normal load for all other full-time Professional Employees.
2. Preparations - In addition to the credit hour stipulation for the professional workload, a Professional Employee normally should have no more than 4 different academic preparations, and shall have no more than 4 different academic preparations if 3 or

more of the preparations require accompanying laboratories in addition to the regularly scheduled times for recitation.

3. Contact Hours - Contact hours shall be based on the following distributions:

   a. Professional Employees who teach courses which require a separately scheduled laboratory to fulfill course requirements and which require the checking of regularly assigned daily or written work, will be assigned a maximum of 21 contact hours per week.

   b. All other Professional Employees of recitation - laboratory - activity - type courses with a normal teaching load as defined in (1) as stated above, shall not be considered to have excessive contact hours.

   The placing of laboratory courses in category (1) above shall be made by the Dean of Instruction after consulting with the Division Director, the Professional Employee of the department involved, and after complete review of the teaching syllabus.

4. Overload - In the event a Professional Employee's adjusted professional workload exceeds the normal teaching load of 12 or 15 semester credit hours, whichever is applicable as stated in (1) above, or the maximum contact hours, as stated in (3) above, the Professional Employee shall qualify for overload pay. Contact hours above the maximum shall be converted to

credit hours by counting two (2) contact hours per week equivalent to one (1) credit hour. In order that effectiveness of teaching not be sacrificed, the assigned overload will not be excessive. Should an overload be necessary, the assignment will be made by the Dean of Instruction only after consultation with the Division Director and the Professional Employee involved. Overload pay shall be determined each semester and paid at the end of each semester.

In the event the workload of a Professional Employee does not meet the minimum credit hours for a fall or spring semester (11 semester credit hours for Professional Employees as defined in (1) (a), as stated above, and 14 semester credit hours for Professional Employees as defined in (1) (b), as stated above), the Professional Employee may be assigned an evening class and/or an off-campus class. When this becomes necessary, the assignment will be made by the Dean of Instruction and Dean of Community Services after advising the Division Director and the Professional Employee involved. A Professional Employee assigned an evening class as part of the full-time teaching load shall receive time off during the defined work day equal to the contact time assigned for the evening class. Immediately after the assignment is made, the Professional Employee shall submit in writing a proposed time-off schedule, approved by the Division Director, to the Dean of Instruction. The Dean of Instruction shall submit the proposed time-off schedule, with his recommendation, to the President for consideration. Compensatory time is to be taken on a regular schedule and shall not be accrued. Extenuating circumstances which prevent the use of approved compensatory time may, upon request to the President, be reviewed and adjusted as necessary. A Professional Employee assigned an off-campus class shall be compensated for use of personal vehicle to and from said class at a mileage rate not less than that paid by State of Kansas to its employees.

5. A student assistant may be requested by the Professional Employee should his workload exceed 18 contact hours. The student assistant must meet the requirements established by the Professional Employee. (A student assistant will not be assigned to record grades, work with test preparations, or grading of students). The actual assignment of a student assistant shall be subject to administrative approval.

6. In all departments the maximum class size shall be decided for each individual course by the Dean of Instruction, after conferring with the Professional Employee and the Division Director. Every effort shall be made to keep the class size at the recommended maximum. No new sections of a class or subject area will be opened at enrollment time as long as it appears that scheduled sections of the same course or subject areas are still open.

Section B. Load Credit - Workshops and Seminars

A full-time college instructor may use a non-credit workshop (seminar for load credit, if approved in advance by the Dean of Community Services, the Dean of Instruction, and the College

President) only if said instructors teaching load has not made during the semester in question. If an instructor uses a non-credit workshop/seminar for approved load credit, he/she shall not receive pay for the participation/enrollment/tuition charges paid by participants. Load credit for full-time college instructors will be computed on the basis of one (1) hour of load credit for ten (10) hours of contact in presenting a particular workshop/seminar to all participants enrolled in the workshop/seminar.

Section C. Extra-Curricular Involvement and Committee Assignments

Extra-curricular Involvement and assignment or assignments to one or more College committees is considered a regular part of a Professional Employee's responsibility. Care should be taken to rotate tasks as may be appropriate to utilize special talents and interests of Professional Employees. Professional Employees are expected to participate in extra-curricular student-related activities.

Section D. Activity Responsibilities

Professional Employees will share in the responsibilities and duties associated with College activities. Professional employees will be paid for each separately completed inter-collegiate athletic event (game, match, meet or tournament session) that is assigned by the athletic director. Employees are urged to show interest in and attend as many College functions as possible. Attendance is a stimulator in promoting enthusiasm for the overall College program.

ARTICLE VI - LEAVES

Section A. Sick Leave

Each Professional Employee shall receive ten (10) days of sick leave (with pay) per year of service to be used for his/her sickness or sickness in his/her immediate family. Sick Leave may be accumulated to a total of thirty (30) days. In addition to the days accumulated, after three (3) years of service at the College, sick leave will be unlimited but may be denied by the College President with the approval of the Board of Trustees. In all cases, unused accumulated sick leave will be canceled when employment with the College is terminated and will not be compensated for in terminal pay. Persons injured on the job must file Workmen's Compensation Forms.

Section B. Bereavement

In case of bereavement, the number of days of leave will be those deemed necessary as determined by the President.

Section C. Leave of Absence With Pay

Upon urgent necessity and at the discretion of the President or, in his absence, the President's designee, a Professional Employee may be granted leave with pay for personal reasons other than sickness. Except in cases of extreme emergency, request for such leave shall be made in writing five (5) days prior to the requested date(s) of the absence and the reasons for requiring such leave stated therein. Leave with pay shall not be granted a Professional Employee to seek another position.

Any request should be made only when it is not possible for the Professional Employee to take care of matters on a non-college workday. The decision of the President, regarding leave with pay, shall be final.

Professional Employees required to fulfill military service obligations shall be granted benefits provided under the Federal Government Universal Military Training and Service Act and its subsequent amendments.

Section D. Leave of Absence Without Pay

1. A leave of absence shall be available to all Professional Employees upon completion of probationary status. Such leave shall be conditioned upon determination by the President and Board of Trustees that a suitable replacement has been hired.

2. Any Professional Employee granted a leave will be returned to a position on the College staff within the division served by the employee at the time the leave was granted. The employee will sign a contract for the ensuing academic year at the same time as other faculty members, or the right to return will be forfeited.

3. The personnel hired to fill the position of the Professional Employee granted leave of absence without pay shall, unless otherwise agreed in writing between the Board and said replacement, be on probationary status with the College, and shall not be guaranteed a permanent position on the College staff. The replacement personnel will not receive contract renewal unless through independent determination by the Board of

Trustees following the first year's service.

4. The final terms and conditions of the leave of absence granted to any Professional Employee shall be governed exclusively by mutual agreement of the Board and the Professional Employee, which agreement reflecting terms and conditions of the leave of absence without pay shall be set forth in a letter signed by both the Board Chairman and the Professional Employee, which letter will control in the event of any required interpretation of the leave.

Section E. Medical (Including Maternity) Leave

A medical leave of absence with sick leave benefits while applicable and thereafter without pay may be granted upon written request for a reasonable period of time (not to exceed the then current school year or the next succeeding school year or the next succeeding school year if the Professional Employee has signed a contract for said school year) to any Professional Employee who because of illness, accident, or other medical reason (including childbearing by the Professional Employee), is physically unable to perform normal teaching assignments, provided the employee intends to return to work at the end of the leave. Such leave will be granted only after approval by the President and the Board of Trustees. For the purposes of such leave, "physical inability to perform the normal teaching assignments" shall be shown by medical certification from the employee's physician; and, at the Board's option, from the Board's physician.

111

Many of the specific terms of medical leave involving childbearing of the Professional Employee shall be negotiated by the individual employee and the President. Such negotiations shall be subject to the approval of the Board of Trustees.

112

ARTICLE VII - INSURANCE BENEFITS

Section A. Salary Reduction Plan

The Board hereby establishes an IRC Section 125 Salary Reduction Plan with the provisions contained therein as follows:

1. Definitions -

"Compensation" - for the purposes of this plan compensation shall mean the total number of dollars paid to a participant for services rendered during a plan year.

"Salary - Cash" - for the purposes of this plan "salary" and "cash" shall be used interchangeably and shall mean the amount of money remaining after a participant has reduced his/her compensation by the amount necessary to purchase selected non-taxable benefits. In the event the participant chooses not to reduce his/her compensation in order to purchase non-taxable benefits, the entire compensation will be taken as salary - cash.

2. Plan -

The Board establishes a Section 125 Cafeteria Salary Reduction Plan whereby each eligible professional employee has the right to reduce his/her compensation in the amount necessary to purchase from those nontaxable benefits contained in the plan and selected by the employee.

3. Plan Administrator -

The employer is the Board of Trustees of Garden City

Community College and the plan administrator is the President of Garden City Community College.

The plan administrator shall distribute to each participant within thirty (30) days after such participant becomes a participant in the plan, a description of the benefits provided by the plan and a form of request for such benefits. Further the Board of Trustees or the plan administrator shall not be responsible to any degree in the event of a dispute between the participant and the insurance company or companies providing the benefit program.

4. Plan Year -

The plan year is the 1987-88 school year, and will continue annually thereafter until changed by mutual agreement.

5. Nontaxable Benefits -

Nontaxable benefits means those benefits included in the plan and provided to a participant which is not includable in the participant's compensations.

The nontaxable benefits contained in the plan are health (hospitalization) insurance, cancer insurance, short-term disability (salary protection) insurance, and/or group term life insurance beyond the $15,000 group life insurance coverage provided by the Board, but not to exceed $50,000.

The maximum that an employee shall be allowed to reduce his/her compensation is the amount necessary to purchase all of the nontaxable benefits.

6. Salary - Cash -

At his/her discretion an eligible professional employee may forego any reduction in compensation for the purchase of nontaxable benefits and take the total compensation as salary - cash.

7. Eligible Participants -

All full-time and part-time professional employees are eligible to participate. Temporary or substitute professional employees are excluded from participation.

If a participant ceases to be an employee, participation in the plan shall terminate, unless the participant continues to receive compensation from the College.

8. Enrollment Procedures -

Initial enrollment in the plan shall be completed no later than September 15th of each school year. Professional employees who are employed after the beginning of the school year shall have three weeks following the date they meet eligibility requirements in order to enroll in the plan.

Eligible professional employees may elect to participate and select benefits once each plan year.

Benefits once selected cannot be changed until the beginning of the next plan year unless there is a change in a professional employee's family status, there is a change in the cost of an elected benefit or automatically due to the professional employee or his/her dependent no longer being eligible; a participant has a change in family status upon marriage, divorce, death of a spouse or child, birth or adoption of a child, or termination of employment of a participant.

The participant shall supply written verification to the College of such change and must make any termination, election or change within thirty (30) days of the date such change in family status occurred. A participant desiring to make such change may discontinue participation or reduce benefits but an election of new or increased benefits shall be subject to the requirements of the particular nontaxable benefit selected.

A change in health (hospitalization) insurance premiums for the health insurance group, shall not be construed as a change for the purpose of this section.

A participant desiring to have a portion of the participant's compensation used to purchase or provide a nontaxable benefit shall submit a request to the plan administrator on the enrollment form as provided by the college. The request on the enrollment form shall state:

(1) the amount of compensation which the participant wishes the College to use to purchase or provide as a nontaxable benefit, and

(2) which nontaxable benefit or benefits the participant wishes the College to purchase or provide.

The amount the participant elects to have used by the College to provide nontaxable benefits shall be deducted from the participant's compensation. Only compensation not yet earned and payable may be applied to the plan.

9. Miscellaneous -

This plan shall not be deemed to constitute a contract between the College and any participant or to be a consideration or an inducement for the employment of any participant or employee.

Nothing contained in this plan shall be deemed to give any participant or employee the right to be retained in the service of the College or to interfere with the right of the College to discharge any participant or employee at any time regardless to the effect which such discharge will have upon him/her as a participant in this plan.

This Plan shall be construed and enforced according to the laws of the State of Kansas to the extent not preempted by any federal law.

Section B. Group Term Life Insurance (Full-time Professional Staff)

The Board will provide for each Professional Employee $15,000 in group term life insurance coverage which will remain in force while the Professional Employee remains in the employ of the College.

ARTICLE VIII - GRIEVANCE PROCEDURE

Section A. Grievance Procedure

Grievances of a Professional Employee with respect to the interpretation or application of this Agreement (excluding matters which have separate procedures for hearings and determination set forth in this Agreement) shall be handled as follows:

1. Procedure

Step a. The grievant shall request an informal conference with his Division Director within ten (10) days after the grievant is aware of the grievance and discuss his grievance with his Division Director.

Step b. If the grievance is not resolved through the Informal Procedure set forth in Step A, the grievant may file a grievance in writing stating in detail the facts of which he complains and the provisions of the Agreement which are deemed to have been violated; provided, no grievance shall be filed or processed based on facts or events which have occurred more than fourteen (14) days before the grievance is filed. Grievances shall be deemed filed when delivered in writing to the appropriate Dean.

The grievant shall discuss the problem with the appropriate Dean and may present information or oral argument in support of the same. The Dean may also hear other information or oral argument. The Dean or grievant may request an advisory opinion from the Faculty Senate as to any matter in dispute. The Dean shall make known to the grievant his recommendation in writing within ten (10) days after receipt of the written grievance.

Step c. If a solution satisfactory to the grievant and the administration has not been reached in Step B, the grievant may appeal the same in writing to the College President within five (5) days after the recommendations of the Dean are received by him.

The President will review the grievance and record of the above proceedings, together with any additional information or oral argument presented by the grievant. The President may also hear other information or oral argument. Within fifteen (15) days after the grievance is appealed to him, the President shall render his written decision.

Step d. If a solution satisfactory to the grievant and the administration has not been reached through the above procedures, the grievant may appeal the same in writing to the Board of Trustees within five (5) days after his receipt of the President's decision. The Board of Trustees will review the grievance and the record of the above procedures and hear the matter in dispute. Any pertinent evidence or argument which the grievant desires to submit or which the Board deems necessary may be presented at such hearing. The Board will thereafter render its decision and submit a copy of the same in writing to the grievant within twenty (20) days following the next regularly scheduled Board meeting.

2. Rules

Grievance shall be processed according to the following rules:

a. If at any stage of the grievance procedure, the grievant does not take the next step within the time allotted, the grievance shall be settled in the manner recommended or decided at the last step taken by the grievant.

All reference to number of days in this procedure shall be determined to mean working school days. In the event grievances are not filed or processed in the manner and within the times set forth above, they shall be forever barred.

b. Grievances shall be processed as rapidly as possible. The number of days indicated in each step shall be considered a maximum and every effort shall be made to expedite the process in a shorter period of time. The parties may mutually agree in writing to extend any of such time periods.

c. It is agreed that the grievant may request information in the possession of the Board of Trustees necessary for the processing of said grievance. The Board shall consider all such requests in good faith.

d. The grievant may withdraw the grievance at any step.

e. All parties shall have the right to have counsel present in Steps b, c, and d of the grievance procedure.

f. It is agreed that nothing in the above procedure shall be interpreted in such a way as to modify or reduce the rights guaranteed under the Constitution and laws of the United States and the sovereign State of Kansas.

ARTICLE IX - NON-RENEWAL AND TERMINATION OF CONTRACTS

Section A. Non-Probationary Employee

1. Grounds - The grounds for the non-renewal of a Professional Employee's contract after such employee has completed probationary status, and the causes for terminating a Professional Employee's contract, except in the case of reduction in force, shall be as follows:

(a) Conviction of a felony crime;

(b) Incapacity or continuing illness after exhaustion of leave;

(c) Incompetency, insubordination, inefficiency, neglect of duty, dishonesty, or other unprofessional conduct on campus, or in connection with job-related responsibilities, including failure to perform assigned duties and responsibilities;

(d) Failure to comply with reasonable requirements of administration, or Board, pertaining to professional duties after notice of same;

(e) Failure to cooperate with fellow Professional Employees or administration, when such failure interferes with overall learning atmosphere and professional effectiveness of employee; and

(f) Other good and just cause.

2. Procedures - The procedures for the non-renewal and termination of the contracts of Professional Employees provided in K.S.A. 1976 Supp. 72-5436, *et seq.*, as amended, shall be

incorporated into this Agreement by reference.

Section B. Probationary Employee

The annual contract for a probationary Professional Employee may be or may not be renewed as the Board of Trustees of The Garden City Community College sees fit. In the event of nonrenewal, the Board, or its authorized representative, shall notify said probationary employee in writing of said nonrenewal of contract pursuant to the provisions of K.S.A. #72-5437 and 72-5445. The reasons for said nonrenewal shall be left to the discretion of the Board, but its decision shall not be based upon arbitrary or capricious reasons, nor shall they be based upon constitutionally impermissible grounds. A member of the professional staff serving on a probationary appointment is entitled to the same fringe benefits and the benefits of academic freedom that are provided for other members of the professional staff. During each year that a member is on probationary status, he will be evaluated by his Division Director and Deans. Such evaluation shall be discussed by the Division Director, Deans, and employee on probation. The evaluation report will be signed by the Division Director, the appropriate Dean, and the staff member.

Section C. Reduction in Force

1. Layoff - In the event the Board determines there is to be a layoff of non-probationary Professional Employees because of financial reasons (the term "layoff" shall also include non-renewal of a non-probationary Professional Employee's contract

for financial reasons), the following procedure shall be followed:

(a) If certain courses are eliminated, Professional Employees who are not properly certified to teach the remaining course shall be laid off first.

(b) Any additional layoffs shall be based on administrative evaluation (which shall include recommendations of Deans and Division Directors). In the event two or more Professional Employees are evaluated substantially equal, then the selection shall be made from among such equal employees on the following basis:

1. Retention of those with the highest earned degree from an accredited institution;
2. If such degrees are equal, then the selection shall be made on the basis of retaining those with the highest graduate credit hours, beyond the degree, in the teaching area of the respective Professional Employee;
3. If such degrees and credit hours are equal, then the selection shall be made on the basis of retaining those with the most service with the College, computed from their last date of hire, excluding any prior layoffs, not to exceed 16 months as set forth in subsection Recall, below.

2. Service and Benefits - Professional Employees shall retain credit for their length of service up to the time of layoff, but shall not be entitled to earn additional credit for

service or receive benefits during the layoff.

3. Recall - Laid off Professional Employees shall retain the right to recall until sixteen (16) months after the day the employee's last regular contract was scheduled to terminate. If the Board decides additional Professional Employees are needed during this time, those on layoff shall be eligible for reinstatement, before other applicants are considered, using the criteria as was used to determine retention from layoff. Any Professional Employees who are not recalled during this period shall be considered terminated at that time without liability to either party.

The procedures for the non-renewal and termination of the contracts of the Professional Employees provided in K.S.A. 1976 Supp. 72-5436, *et seq.*, as amended, shall be incorporated into this Agreement by reference.

ARTICLE X - PROBATION PERIOD

Section A. Probationary Employment

All Professional Employees shall be probationary until they have completed their first three years pursuant to the provisions of K.S.A. 72-5445, provided however, that Professional Employees employed during the year 1985-86 and 1986-87 shall have a two year probationary period.

DURATION

OF

AGREEMENT

The Board of Trustees of The Garden City Community College (hereinafter referred to as the "Board") and The Garden City Community College Higher Education Association, as representative of the Professional Employees (as defined in K.S.A. #72-5413) of The Garden City Community College, enter into this Agreement covering the terms and conditions of professional service for the school year 1987-1988 and 1988-1989. During this twenty-four (24) month period, the Agreement may be re-opened only by the mutual consent of both parties.

ATTEST:

DATED at Garden City, Kansas, this _______ day of _____________, 1987.

THE GARDEN CITY COMMUNITY COLLEGE
HIGHER EDUCATION ASSOCATION

By____________________________________

THE GARDEN CITY COMMUNITY COLLEGE

By____________________________________

AGREEMENT BETWEEN THE
HUTCHINSON COMMUNITY COLLEGE BOARD OF TRUSTEES
AND THE
HUTCHINSON NATIONAL FACULTY ASSOCIATION

Effective July 1, 1985
through June 30, 1987

This contract shall be effective as of July 1, 1985, and shall continue in effect through June 30, 1987, subject to an reopening as follows:

> In the event either party wishes to amend this Agreement, notice may be given by February 1, 1987. By mutual consent the parties to this Agreement may discuss and negotiate items which arise during the life of this Agreement. Amendments resulting from such negotiations shall take effect beginning the following July 1 or at such other time as may be mutually agreeable to the parties.

The following document contains the additions and corrections as agreed upon by the Hutchinson Community College Board of Trustees and the Hutchinson National Faculty Association to become effective July 1, 1985.

ASSOCIATION	BOARD OF TRUSTEES
W. Allen Hirst	Dick M. Klassen
President of Association	Chairman of the Board of Trustees
David J. Blacker	Richard Walker
John B. Sarr	Don M. Miller
Thomas M. Loggins	Max Pogge
Paula S. Brim	Betty Morgan
	James H. Stringer
	President
	Clerk of the Board

Date of signing June 5, 1985

TABLE OF CONTENTS

Page

Article I RECOGNITION 1

Article II ASSOCIATION AND INSTRUCTORS' RIGHTS 1-3

Article III RIGHTS OF THE BOARD 3

Article IV DEDUCTIONS FOR PROFESSIONAL DUES 3

Article V CONDITIONS OF EMPLOYMENT 4-12

A. Basic Load 4
B. Class Size 5
C. Course Schedule 6
D. Office Hours 6
E. Student Advising 6
F. Sponsorship of Student Activities 6
G. Attendance at College Functions 6
H. Academic Calendar 7
I. Board Provision for Assisting Instruction 7
J. Faculty Parking 7
K. Safety 7
L. Vacancies 8
M. Transfer 8
N. Academic Freedom 9
O. Department Chairperson 9
P. Orientation 10
Q. Faculty Handbook 10
R. Policies Not Covered by Handbook or Master Agreement 10
S. Curriculum Committee 11
T. Meetings 11
U. Field Trips 11
V. Number of Committee Assignments 12

Article VI FACULTY BENEFITS 12-17

A. Paid Leaves of Absence 12
B. Unpaid Leave of Absence 16
C. Admission to Courses 16
D. Professional Activities 17
E. Retirement Program 17

Article VII GRIEVANCE PROCEDURE 17,18

Article VIII PROFESSIONAL BEHAVIOR 18

Article IX CONTRACTS, DISMISSAL, PROBATION, AND SUSPENSION . . . 19-23

A. Contracts 19
B. Dismissal 20
C. Nonrenewal 21
D. Suspension 21
E. Probation 21
F. Reduction of Instructional Staff 22

Article X PROFESSIONAL COMPENSATION 23-25

A. Salary Schedule 23
B. Salary Payment 24
C. Adjunct Faculty Salaries 24
D. Summer Salaries 24
E. Part-time and Overlaod Salaries 25
F. Substitute Pay 25

Article XI MISCELLANEOUS 25

Appendix

a. Formal Grievance Procedure Form
b. NEA Code of Ethics
c. College Calendar, 1985-86
d. Faculty Salary Schedule and Extra Duty Schedule, 1985-86
e. Faculty Salary Schedule and Extra Duty Schedule, 1986-87
f. Addenda
i. Personal Contract of Employment

Article I

Recognition

A. The Board hereby recognizes the Hutchinson National Faculty Association as the exclusive negotiating representative as defined in KSA 72-5413 through72-5425, for all full-time and part-time professional personnel presently employed by the Board, including faculty, counselors, librarians and department chairpersons. This shall exclude the President, all Deans, and administrative personnel. The terms, faculty and/or faculty member(s), as herein used shall apply to all academic ranks and shall refer to all professional employees represented by the Association. Nothing herein contained shall prohibit the negotiation, through the recognized bargaining unit--i.e., the Hutchinson National Faculty Association--of separate contracts with professional employees at the Kansas State Industrial Reformatory and with those employed to teach or counsel in programs funded by federal or state grants.

B. The Board agrees not to negotiate with any full-time or part-time faculty member individually or with any faculty organization other than the Association for the duration of the agreement.

Article II

Association and Faculty Members' Rights

A. Pursuant to KSA 72-5413 through 72-5425 of the State of Kansas, the Board hereby agrees that every professional employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under the laws of the State of Kansas, the Board undertakes and agrees that it will not directly or indirectly deprive, discourage, coerce or harass any faculty member in the enjoyment of any right conferred by the Act nor shall the Association exhibit similar tactics in obtaining their membership; that it will not discriminate against any faculty member with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association or collective professional negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement.

B. Nothing contained herein shall be construed to deny or restrict to any faculty member rights he/she may have under the General School Laws of the State of Kansas or other applicable laws and regulations. The rights granted to faculty members hereunder shall be deemed to be in addition to those provided elsewhere.

C. The Association and its representatives shall have the right to use the college facilities for meetings. No charge shall be made for the Association's use of college facilities.

D. Duly authorized representatives of the Association shall be permitted to transact official Association business on college property at all reasonable times.

E. For educational and professional purposes the Association shall have the right to use college facilities and equipment, when such facilities and equipment are not otherwise in use and shall pay for the supply cost.

F. The Association shall have the right to post notices of its activities and matters of Association concern on faculty bulletin boards and insert such notice in the college bulletin. The Association may use the college mail service and faculty mail boxes for communications to faculty members, including faculty-wide distribution. It is understood that the College shall not provide postage for any such communication.

G. The Board agrees to furnish to the Association, upon request, all available information concerning the professional staffing and financial resources of the college, including but not limited to: annual financial reports and audits, register of professional personnel, tentative budgetary requirements and allocations, agendas and minutes of all Board meetings including all attachments thereto, treasurer's reports, names and addresses and position on salary schedule of all professional personnel in the bargaining unit, and such other information as will assist the Association in developing intelligent, accurate, informed and constructive proposals on behalf of the faculty.

H. The Association should have representation on all major committees.

I. No faculty position shall be reclassified to be outside the existing salary schedule without the approval of the Association, except that salaries for sabbatical replacements shall be subject to mutual approval of the employee and the Board and except as otherwise provided in this Agreement.

J. All policies and procedures adopted by the Board and the Association for membership, recruiting, selection, and treatment of all full-time or part-time professional personnel as covered by this contract shall meet regulations of affirmative action, civil rights, Title IX, P. L. 95-256 and section 504 of the Rehabilitation Act of 1973.

K. The provisions of the Agreement and the wages, hours, terms and conditions of employment shall be applied in a manner which is not arbitrary, capricious or discriminatory and without regard to race, creed, religion, color, national origin, handicap, age, sex or marital status (widowed, divorced, married, single). The same application shall be made in the case of faculty members who are married to each other and in the case of an applicant who is married to a professional employee.

L. Individual personnel files, including documents maintained by the college listed below, shall be open to the individual faculty member immediately upon request and to the Association only upon written request of the faculty member. No reproduction of such files will be permitted without prior written consent of the faculty member.

- Application for employment and transcripts of academic record
- Medical records
- Copies of all evaluation reports and recommendations of Hutchinson Community College concerning the faculty member's professional competence
- Copies of all annual contracts and/or other contracts where applicable
- Record of accumulated sick and personal leave

M. An Association representative may place items on the written agenda of a Board meeting by submitting such items to the President prior to the preparation of the written agenda for the Board meeting, and such representative may appear at any meeting.

N. This Agreement shall supersede all previous Board policies on those matters herein contained.

O. No faculty member shall attend Faculty or Association meetings during his or her instructional hours. (Subject to Article VI, Section D.)

Article III

Rights of the Board

The Association recognizes that the Board has responsibility and authority to manage and direct, in behalf of the public, all the operations and activities of the Hutchinson Community College to the full extent authorized by law.

Article IV

Deductions for Professional Dues

A. Faculty members may at any time sign and deliver to the Board an assignment authorizing deduction of general professional membership dues and assessments of the Association. Such authorization shall continue in effect until formally revoked in writing by the faculty member and copies thereof delivered to the Association and the Board.

B. The deduction of membership dues may be made monthly from regular check payments for nine months, beginning in October and ending in June of each academic year, and the Board agrees to cause to be remitted promptly all monies so deducted to the Association, accompanied by a list of faculty for whom the deductions have been made.

Article V

Conditions of Employment

A. Basic Load

1. Full-time Faculty

a. Teaching Faculty:

(1) The individual credit hour assignment shall range from twenty-four (24) to thirty (30) credit hours per year or from twenty-four (24) to forty (40) contact hours per year.Once the maximum of thirty (30) credit hours or forty (40) contact hours is reached, no more credit or contact hours may be added without the consent of the faculty member. If an overload for classes is assigned as per Article V, A, 1, a, (4) below, extra pay will be paid as provided in Article X, E, for hours in excess of thirty (30) credit hours or forty (40) contact hours per year.

(2) Full-time faculty class loads shall be averaged over the fall and spring semesters and evening and summer session; however, class loads shall first be composed of fall and spring classes, utilizing evening and summer school assignments only after all fall and spring day-time assignments are made.

(3) Class preparations should normally not exceed three preparations unless because of the size and nature of the department a larger number of preparations cannot be avoided.

(4) These guidelines may be exceeded by a consensus among the faculty member, the appropriate dean and/or the President, and the Department Chairperson.

(5) "Full-time" faculty shall mean those faculty members whose contracts are for a term which includes both semesters of the college year, any faculty member whose contract includes only one semester of the college year but who is on an approved leave during the other semester of such year and any faculty member on an approved leave during both semesters.

b. Librarians:

(1) Should work no more than forty (40) hours per week over five consecutive day periods.

(2) Should work no more than eight (8) consecutive hours in any one day.

c. Counselors:

(1) Should serve the same number of days as teaching faculty.

(2) Summer counseling will be compensated over and above the regular salary.

(3) Should work no more than forty (40) hours per week.

2. Part-time Day Faculty:

Part-time day personnel should not be employed in day classes where there are sufficient course demands to justify the employment of a full-time faculty member, except that the department chairperson, or his/her designee shall be consulted on such appointments on a one semester basis where appropriate full-time personnel are not available. Part-time faculty contracts shall be for one semester.

Part-time faculty members shall not be required to maintain office hours or advise students or attend college functions, except department and general faculty meetings.

3. Adjunct Faculty:

Part-time faculty members who have taught ten semesters at the college or who teach at least nine (9) credit hours or twelve (12) contact hours per semester may be given an adjunct faculty contract at the discretion of the Dean, with the consent of the faculty member. Adjunct faculty contracts shall be for one semester.

Adjunct faculty shall spend their proportionate amount of time on campus and in participation in all other college responsibilities. Adjunct faculty shall maintain five office hours per week.

Student advisees shall be assigned to adjunct faculty on a ratio not to exceed two advisees per contact hour taught. Sponsorship of college activities and attendance at college functions is voluntary except that adjunct faculty are expected to attend department and general faculty meetings. Other college responsibilities may be assigned by the President or his/her designee.

4. Summer Faculty:

Advising at preenrollment shall not exceed one day per credit hour during any summer term without additional remuneration. Any portion of a day used for advising or preenrollment shall count as one of these days.

B. Class Size:

1. Every effort should be made to maintain a class size conducive to proper learning. The instructor and department chairperson shall make recommendations to the appropriate dean concerning class size for individual classes and the appropriate dean shall make the final determination regarding class size.

2. The number of students in any laboratory section should not exceed the number accommodated by fixed stations in the assigned room.

C. Course Schedule:

Each faculty member shall be given his/her teaching schedule for the fall term no later than June 1 and for the spring term no later than November 1. Schedules shall be subject to modification after these dates in the case that classes have insufficient enrollment to be taught (see class size guidelines in Article V, Section B, 1).

D. Office Hours:

1. Faculty members shall maintain at least five (5) posted hours per week for consultations with students. Such hours shall be in addition to his/her scheduled classes. A normal working week is considered to be forty hours.

   In those instances where a full-time faculty member teaches a night class as part of the regular thirty hour load, such faculty member may be absent from campus one-half day per week per night taught during that semester, and still be considered to have met the expectation of a forty hour normal work week. This provision, however, does not exempt such faculty member from general or departmental faculty meetings.

2. If no appointments are scheduled during a consultation period, the faculty member should use the time for professional responsibilities.

3. A faculty member shall not be excused to engage in remunerative activities during the school day except with consent of the President or his/her designee.

E. Student Advising:

Faculty members shall be charged with the responsibility of advising no more than thirty (30) students. This number shall be exceeded only by consent of the faculty member and the department chairperson.

F. Sponsorship of Student Activities:

Sponsorship of all student clubs and organizations should be on a voluntary basis. All full-time faculty members are expected to assume some responsibility in the program of student activities.

G. Attendance at College Functions:

1. A professional attitude should be maintained by faculty toward all college sponsored functions and activities; however, faculty attendance at all college sponsored functions and activities shall be strictly voluntary.

2. Working at athletic events shall not be considered part of the regular faculty assignment. Any such assignment shall be voluntary and shall be compensated over and above the regular salary.

3. Faculty attending those functions for which academic attire is required shall have said attire, with exception of the hood, furnished by the college at no charge.

H. Academic Calendar:

The academic calendar shall be developed cooperatively by the President, the Board, and the Association. It will appear in its final form as an appendix to this Agreement at the time of the Agreement's ratification.

I. Board Provision for Assisting Instruction:

1. The Board shall provide office space and equipment for each faculty member, including:

   a. Separate desk with lockable drawer space and file cabinet;
   b. Adequate space for coats and other personal articles;
   c. Telephone service in each office area operative at all hours during which classes are in session;
   d. Two or more chairs for visitors; and
   e. Typewriter as available

2. The Board shall provide classroom space and supplies for each faculty member, including:

   a. Adequate chalkboard space in every classroom
   b. Free copies, exclusively for the faculty member's personal use, of all texts used in each course he/she is to teach
   c. Adequate storage space for instructional materials and supplies
   d. Adequate attendance books, paper, pencils, pens, and such other material required in teaching responsibilities
   e. Adequate conference space for advising and conferring with students as available

3. Secretarial Assistance:

   a. A full-time faculty secretary (35 hours per week) will be provided for every twenty full-time faculty.
   b. Student help will be provided when possible.
   c. The Association may have the assistance of any secretary under the supervision of the Dean of Finance when it does not interfere with his/her job assignments.

J. Faculty Parking:

1. The Board shall provide adequate, lighted, off-street, paved parking facilities, properly maintained for faculty use at no charge.

2. The Board may require parking decals for each faculty car but shall furnish same at no cost to all faculty.

K. Safety:

1. Faculty shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being.

2. A registered nurse shall be on duty at posted times when the college is in operation.

L. Vacancies:

1. Notice of any professional position vacancy, administrative or faculty, shall be circulated to the members of the faculty prior to its publication elsewhere. Such notice shall include a complete job description, including salary range, duties, responsibilities and a statement of required qualifications. Exceptions on faculty circulation may be made for evening college faculty appointments so long as the position is posted on the bulletin board in the mail room prior to filling the vacancy and publication elsewhere.

   a. A search committee shall be selected to recommend candidates for appointment to vacancies in the following administrative positions: president, vice president, dean, director. The Association shall appoint two representatives to serve on any search committee that is selected.

   b. Whenever a vacancy shall occur in any department, including all instructional departments, the chairperson of the department or his/her designee shall serve on the search committee for the purpose of reviewing applications and credentials, interviewing candidates and making recommendations to the appropriate dean and President. In no case shall anyone be appointed to fill such a vacancy who has not received a favorable recommendation from a majority of the search committee.

   c. The Dean of Academic Education will seek and file all the applications for librarians and media personnel. He/she will meet with the Director of Library Services and review the applications. They will select for interview those who, in their judgment, are the best qualified for the position and present their final selection to the President, who upon satisfactory review, will recommend the candidate to the Board of Trustees.

   d. Whenever a vacancy shall occur in the counseling department and the related professional service departments, the dean, director, or coordinator in charge will seek and file applications. He/she will select for interview those who, in his/her judgment, are best qualified for the position and present his/her final selection to the President who, upon satisfactory review, will recommend the candidate to the Board of Trustees for employment.

M. Transfer:

1. Consultation with the faculty member involved shall precede transfer in assignment of schedule of hours or courses.

2. Under no circumstance should a faculty member be assigned to teach a subject in which he has no formal preparation.

3. Any faculty member who assumes administrative duties and subsequently returns to faculty status shall resume all rights and privileges that he/she would have had if he/she had continued in the faculty status without interruption.

N. Academic Freedom:

1. The teacher is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of his/her other academic duties. Access to facilities and funds for research shall be at the discretion of the Department Chairperson and appropriate dean. Research for pecuniary return should be based upon an understanding with the President and the Board of Trustees of the institution.

2. The teacher is entitled to freedom in the classroom in discussing his/her subject, but he/she should be careful not to introduce into his/her teaching controversial matter which has no relation to his/-her subject. Limitations imposed on the teacher's academic freedom should be clearly stated prior to the time of the appointment. Any reservations of the faculty member, religious or otherwise, should be defined in writing prior to the time of the appointment.

3. College or university teachers are citizens, members of a learned profession, and officials of an educational institution. When they write or speak as citizens, they should be free from institutional censorship or discipline, but their special position in the community imposes special obligations. As persons of learning and educational officers, they should at all times be accurate, exercise appropriate restraint, show respect for the opinions of others, and make every effort to indicate that they are not institutional spokespeople.

4. Faculty members have a right to seek changes of college policies by appropriate means, but means deemed inappropriate include committing or inciting acts of physical violence against individuals, acts which interfere with academic freedom, acts of destruction of property, and other acts which interfere with the normal functioning of the institution.

O. Department Chairperson:

1. The following procedure is recommended for department chairperson selection:

   a. The nominations will be made by each department member listing two or more nominees on a form to be provided by the office of the appropriate dean.

   b. The nominations will be opened by the appropriate dean in the presence of the President of the College and the President of the Association, and selections by the President of the College and the appropriate dean will be announced. The selections will be made from the nominations made by the department members.

   c. Prior to selection, the willingness of each nominee to serve as Department Chairperson will be confirmed.

d. Members of more than one department may nominate candidates in the several departments in which courses are taught, and may be nominated as a candidate in each department taught; however, one may serve as chairperson of only one department.

e. Those persons who have resigned from the staff and those retiring from the staff at the conclusion of the school term in which the nomination is made, shall not participate in the nomination process.

2. The Department Chairperson shall be selected for a two-year term. At the conclusion of each two-year term, or when a department chairperson resigns, the procedure for selection of the department chairperson shall be reinstituted. Chairpersons may serve for more than one term.

3. Department Chairpersons will be accorded a reduced teaching load of 20% for each five full-time equivalent faculty members to the extent that funding by the Board of Trustees is feasible. This reduced load will be limited to a 20% minimum and a 50% maximum. Department chairpersons who are temporarily overloaded because of unusual circumstances, such as development of new programs, may negotiate additional released time.

4. Specific management training experience will be provided annually for named department chairpersons.

5. Department Chairpersons shall be expected to enter into a ten month contract with the Board. Department Chairpersons shall be expected to perform such additional duties as shall be designated by the President.

P. Orientation:

The Association will work with the Administration in providing orientation for all new faculty members.

Q. Faculty Handbook:

The Faculty Handbook and changes in the Faculty Handbook shall be developed jointly by the Administration and the Association. Revisions may be implemented at any time during the duration of this Agreement so long as such revisions are not in conflict with the Master Agreement.

R. Policies Not Covered by Handbook or Master Agreement:

Any policies and/or procedures affecting items in this Agreement shall be resolved by mutual agreement among the Board, President, or administrator designated by him/her, and the Association. Such supplemental agreements shall be reduced to writing and appended to the Master Agreement. However, this agreement shall not be construed to cover normal routine procedures and activities of the institution.

S. Curriculum Committee:

1. A Curriculum Committee, fully representative of all instructional departments shall be appointed by the President of the College. Members of the College Executive Committee shall not serve on the Curriculum Committee, except the Dean of Instruction and Dean of Continuing Education. Two faculty members shall be appointed by the Faculty Association to serve on the Curriculum Committee.

2. Any new programs or changes in the curriculum shall require the approval of the Curriculum Committee. Recommendations from this committee are forwarded to the College Executive Committee and the Board of Trustees.

T. Meetings:

1. General Faculty Meetings:

   a. The President of the College or his/her designee shall be responsible for conducting all faculty meetings.

   b. Minutes of the previous general faculty meeting, together with an agenda of each meeting must be circulated prior to said meetings and copies shall be mailed or distributed to all Board of Trustee members.

2. Department Meetings:

   a. A schedule for regular department meetings shall be determined by the chairperson of the department and the President of the College.

   b. Other meetings may be called by the chairperson of the department or at the request of any department member.

3. Faculty Association Meetings:

   A copy of the Association meeting minutes shall be distributed to the Board of Trustees. The motions voted upon shall be a part of the minutes.

4. Board of Trustee Meetings:

   A copy of the Board meeting minutes shall be distributed to the Association president.

U. Field Trips:

A field trip shall be defined as any educational activity which requires students and/or faculty members to leave the campus. This shall not include trips between campus locations (such as between the Main Campus and the South Campus) or trips as a result of continuing arrangements with local businesses (such as work-study programs or printing contracts). Field trips require prior approval by the administration.

1. The College, upon request, shall supply transportation for all such trips. Faculty members shall not be required to use their own vehicles for such trips.

2. The College shall provide insurance as is required by law whenever the faculty member is required to travel on college business.

3. The field trip must have the approval of the appropriate dean.

V. Number of Committee Assignments:

Full-time faculty members shall not serve on more than two committees and/or unpaid special assignments at one time unless they desire otherwise. Department chairpersons shall not serve on any committees other than those required by their duties as chairperson unless they desire otherwise.

Article VI

Faculty Benefits

A. Paid Leaves of Absence:

1. Sick Leave:

a. Each new full-time faculty member will be credited with a twenty school day sick leave allowance contingent on renewal of contract for the second year. Otherwise, ten days only will be paid sick leave. At the beginning of the fall semester of each school year, after the second year of service, each faculty member shall be credited with an additional ten day sick leave allowance. Such allowance is to be used for absences caused by illness or physical disability of the faculty member. The unused portion of such allowance shall accumulate indefinitely; however, the limit of sick leave with pay shall be sixty (60) days per school year, or in the case of extended illness to be reviewed by the Council of Administrators and the Hutchinson National Faculty Association president who shall have one vote in regard to additional sick leave. In the event that a faculty member is requested to cover his/her colleague's classes he/she will be compensated proportionally at substitute pay. Sick leave days will be deducted commencing with the first day of absence.

Faculty members employed prior to this agreement shall retain sick leave already accrued. Faculty members on a ten month contract shall receive one additional day of sick leave, or a maximum of eleven days per year. Faculty members on an eleven month contract shall receive two additional days of sick leave or a maximum of twelve days per year.

Any faculty member teaching a full time summer contract shall receive an additional one day sick leave for each four-week session. This shall exclude those with ten or more month contracts.

If a faculty member exceeds his/her sick leave allowance, a deduction of 1/180 (if on a nine month's contract) of his/her annual salary per day will be made for excess leave.

b. Adjunct faculty will be granted one (1) day sick leave for each three credit hours taught. Leave will accumulate unless there is a full year's lapse in employment. Such allowance is to be used for absences caused by illness or physical disability of the faculty member. The unused portion of such allowance shall accumulate indefinitely; however, the limit of sick leave with pay shall be thirty (30) days per semester, or in the case of extended illness to be reviewed by the Council of Administrators and the Hutchinson National Faculty Association president who shall have one vote in regard to additional sick leave. In the event that a faculty member is requested to cover his/her colleague's classes he/she will be compensated proportionally at substitute pay. Sick leave days will be deducted commencing with the first day of absence.

Part-time faculty members employed prior to this agreement shall retain sick leave already accrued. Otherwise, part-time faculty members shall not be entitled to sick leave.

If a part-time faculty member exceeds his/her sick leave allowance, a proportionate amount will be deducted for excess leave.

2. Bereavement:

Leave will be allowed by the President or his/her designee for each death in a faculty member's immediate family.

3. Family Illness:

In case of serious illness of a member of the employee's household, leave with pay will be granted by the President or his/her designee.

4. Personal Leave:

Each faculty member may be granted personal leave with pay at the discretion of the President or his/her designee.

5. Legal Leave:

The faculty member shall be excused from work for jury service or if he/she appears as a subpoenaed witness in court. Such faculty member shall be paid his/her regular salary in addition to the fee received for acting as a juror or witness.

6. Sabbatical Leave:

The Board will grant sabbatical leave of absence for full-time faculty in accordance with the following provisions:

a. Faculty members shall be eligible for two semesters of sabbatical leave after five years of full-time continuous service. If the faculty member has previous part-time service he/she may count a maximum of ninety (90) credit hours part-time teaching towards the five years' requirements. Thirty credit hours of part-time teaching would be equivalent to one year of full-time service. The number of sabbatical leaves shall be limited to five (5) members of the faculty each year. Sabbatical leaves not used during any one year shall not accumulate the next year. Potential value to the institution and seniority in service shall be considered in the granting of such leaves.

b. A sabbatical leave may be granted if recommended by the sabbatical committee for a faculty member to pursue an approved degree program or other appropriate study, to do research and publication, to pursue appropriate post-doctoral work, to travel in areas related to the faculty member's teaching assignments, or to participate in approved work experience providing the other faculty in the department will carry his/her class load or a fully qualified substitute can be found. It shall be the responsibility of the appropriate dean to find sabbatical replacements.

c. A sabbatical leave shall not exceed two (2) consecutive semesters.

d. The salary for a two-semester sabbatical leave will be one/half of that which would normally be paid. Should a faculty member elect to take only a single semester sabbatical leave his pay will be equal to that which would be paid if he/she were not on sabbatical.

If a faculty member on leave qualifies for a more advanced column the semester he/she returns to teaching, the contract will be adjusted at the beginning of the semester he/she returns.

If a faculty member is on sabbatical during one semester and teaches at the college during the other semester of an academic year, the half year taught will count in determining number of years of teaching experience.

e. Applications for sabbatical leave for the full academic year or for the fall semester of an academic year shall be submitted by the preceding January 15th and applications for leave for the spring semester of an academic year shall be submitted by the preceding May 1st. Applications shall be in writing and shall be submitted to a sabbatical screening committee composed of seven members, four faculty members elected by the Faculty Association, the designee of the President, the Dean of Academic Education and the Dean of Technical Education. The committee shall elect a chairperson.

Within thirty (30) days after close of dates for receipt of an application for sabbatical leave, the sabbatical screening committee shall approve or disapprove the same. If the application is approved by the sabbatical screening committee, the same shall be submitted to the President of the College for presentation to the Board of Trustees. The Board of Trustees shall act upon requests for sabbatical leave at its meeting held immediately following approval of a request by the sabbatical screening committee and shall promptly notify the faculty member of approval or disapproval of his/her request. The faculty member shall have thirty (30) days after Board approval to make a final commitment in writing to the President, appropriate dean and Department Chairperson for sabbatical leave. If the faculty member fails to accept (or reject) sabbatical leave in writing to the proper administrators within such thirty day period, the sabbatical position shall become open to other faculty applications.

f. Before any leave is granted under this section, the faculty member shall agree in writing that in the event he/she fails to return to service at the expiration of such leave and to teach in the Hutchinson Community College for a period of at least one year thereafter, he/she shall refund all sums of money paid him/her by the Board during said sabbatical leave.

g. Partial sabbaticals are allowed and are defined as a condition in which a faculty member continues to fulfill his/her duties for some part of his/her regular assignment while the time released for the sabbatical is used to pursue sabbatical activities as specified in the Master Contract.

A partial sabbatical shall be counted equivalent to the portion of the load for which the faculty member is released. If, for example, a faculty member is granted one-half released load for two semesters, he/she shall be considered to have received the equivalent of one semester's sabbatical leave. A faculty member on partial sabbatical shall be eligible for full salary until he/she has used the equivalent of a semester's leave.

h. Faculty members shall be eligible for a second sabbatical leave after five years of full-time continuous service following the previous sabbatical leave.

7. Pregnancy:

Childbirth and pregnancy-related illnesses will be treated the same as any other temporary disability.

8. The Board of Trustees may authorize extended leave for any of the above causes in those cases where conditions warrant it.

9. In no case shall leave be deducted for vacation days or holidays.

10. Retention of Faculty Benefits:

Any faculty member on a paid leave of absence, including sabbatical, shall retain all accrued and continuing benefits, except as stated in Article VI, Section A, Subsection 6d, during the period of said leave.

11. Except as otherwise provided herein, part-time faculty members shall not be entitled to paid leaves of absence.

B. Unpaid Leave of Absence:

1. Military Leave:

A military leave of absence shall be granted to any faculty member who shall be drafted during his/her teaching service for one tour of military duty in any branch of the Armed Forces of the United States. Military leave shall also be granted for periods of time for the purpose of fulfilling required commitments to the National Guard or any reserve component of the United States Armed Forces. Upon return from such leave, the faculty member will be reemployed in accordance with the requirements of such applicable law for the retention of reemployment rights.

2. Political Activities:

Political participation by faculty members which requires partial or full time away from the teaching assignment will be negotiated between the faculty member, the President, and the Board of Trustees. No Board policy, however, will impair the right of a faculty member's participation in political activity so long as the activity in no way interferes with his/her employment assignment.

3. An unpaid leave shall not exceed two consecutive semesters.

4. A faculty member may elect to take an unpaid leave of absence up to a maximum of one year, with approval of the Board of Trustees, providing an acceptable substitute may be found.

5. Any faculty member on leave of absence shall retain previously accrued sick leave, seniority or any other benefits. No additional benefits will accrue during the leave of absence.

C. Admission to Courses:

1. Full-time professional employees, and retired full-time faculty members with ten years of continuous service to the College, will be granted a waiver of fees for entrance to any courses for credit, at the discretion of the appropriate administrator, offered by the College. Full-time professional employees may, at the discretion of the appropriate administrator, audit any course offered by the College at no expense.

2. The spouse of a faculty member will be granted a waiver of fees for entrance to any courses, for credit or audit, offered by the College.

D. Professional Activities:

Released time shall be available for each faculty member to attend local, state, and national professional meetings and activities. Requests for approval of released time for such meetings and other professional activities shall be submitted as early as possible to the President or his/her designee. Any denial shall have a rationale attached to it.

E. Retirement Program:

1. A faculty member may, but shall not be required to, retire at the end of the school year in which the faculty member attains 65 years of age. A faculty member who elects to so retire shall notify the President of the College in writing of his or her election to retire and not to renew his or her contract on or before March 15 of the school year in which the faculty member attains 65 years of age.
2. A faculty member shall retire at the end of the school year in which the faculty member attains 70 years of age.
3. Faculty members who have reached the age of 65 and elect to return or who have reached 70 years of age may be employed on a part-time basis. Their salary will be determined by the portion of a full-time teaching assignment they are carrying. Their base classification used for the salary will be the same as they received for their last full year of teaching.

Article VII

Grievance Procedure

A. Faculty:

A grievance is an allegation or complaint by a faculty member or members, hereinafter referred to as a "Grievant", based upon an event which affects a condition of employment, discipline or discharge, and/or alleged violation, misrepresentation of any provision of this Agreement or any existing rule, order or regulation of the Board of Trustees. In the event that a faculty member or members become aware they have a basis for a grievance, he/she or they shall:

1. First, the grievant shall present a written grievance to the appropriate administrator within ten school days after recognition of the grievance.
2. If as a result of the response to the written grievance by the appropriate administrator, a valid grievance as determined by the Grievant still exists, the Grievant may invoke the formal grievance procedure on the form set forth in the annexed Appendix, signed by the Grievant and/or the Association. Two copies of the grievance shall be filed with the President of the College or a representative designated by him/her. A copy of the grievance shall be forwarded to the chairman of the Board of Trustees.

3. Within one calendar week from the date of filing, the President or his/her designee shall meet with the grievant and the President of the Association in an effort to resolve the grievance. The President or his/her designee shall indicate his/her disposition of the grievance in writing within one calendar week of said meeting.

4. If the Grievant is not satisfied with the disposition of the grievance by the President or his/her designee or if no disposition has been made within the time limits in paragraph 3, the grievance shall be transmitted to the Board of Trustees by filing a written copy thereof with the Chairperson of the said Board. The Board shall, within two calendar weeks of the date of filing, either allow the grievance or hold a hearing on the grievance. No later than one calendar week thereafter, the Board of Trustees shall indicate its disposition of the grievance in writing to the grievant and the Association.

5. No reprisals of any kind shall be taken against any faculty member for participating in any grievance.

6. The number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. However, the time limits may be extended by mutual consent. Failure by the College to reply to the grievance within the time limits specified automatically grants to the grievant the right to process the grievance to the next step. If the grievant fails to appeal from one step to the next step within the time limits specified, the grievance shall be considered settled on the basis of the last College response, and the grievance shall not be subject to further appeal.

7. All documents, communications and records dealing with a grievance shall be filed separately from the personal files of participants.

8. A grievance may be withdrawn at any level.

9. In the event that a grievance against an administrative office cannot be resolved through regular channels, the Association may, by a two-thirds majority vote of its members, ask the Board to review such a grievance within two (2) calendar weeks.

B. In the event that grievance is not resolved through the procedures set out herein, then either party may request, in writing, additional arbitration by representatives of both groups and such request will be honored by the opposing party.

Article VIII

Professional Behavior

The Board recognizes that the NEA Code of Ethics of the Education Profession as it appears in the Appendix is considered by the Association and its membership to define acceptable criteria of professional behavior. The Association shall deal with ethical problems in accordance with the terms of said Code of Ethics of the Education Profession. Alleged breaches of discipline or of the NEA Code of Ethics of the Education Profession shall be promptly reported to the offending faculty member and to the Association. The Association will use its best resources to correct breaches of professional behavior by any faculty member and, in appropriate cases, may institute proceedings against the faculty member with the administration and Board for reprimand, probation, or discharge.

Article IX

Contracts, Dismissal, Probation and Suspension

A. Contracts:

1. All contracts of employment of full-time faculty members shall be deemed to continue for the next succeeding school year unless written notice of intention to nonrenew the contract is served by the College upon any faculty member on or before the 10th day of April, or, written notice to the College shall be given by the faculty member on or before the 10th day of May, that he/she does not desire continuation of said contract. Contracts may be entered into for more than one year if agreed to by the Association and Board of Trustees.

2. Contracts of employment of part-time and adjunct faculty members shall be for one semester only and shall terminate at the end of the semester without further notice.

3. Contracts may be terminated or changed at any time by mutual consent of both the instructor and the College.

4. Contracts with full-time faculty members who have completed three consecutive years of employment in the College may be nonrenewed only in accordance with Section C of this Article IX. Contracts with full-time faculty members who have not completed three years of employment in the College may be nonrenewed without cause, except where the faculty member alleges that nonrenewal is the result of his or her having exercised a constitutional right.

5. Contracts may be terminated prior to the expiration of the term thereof only in accordance with Section B of this Article IX.

6. Nothing herein contained, shall prevent the filing of a grievance in accordance with Article VII in the event of nonrenewal of a faculty member's contract, dismissal, suspension, or probation as provided in Section D or E of this Article IX.

7. Copies of the annual contracts of employment appear in the Appendix.

B. Dismissal:

A contract of employment may be terminated and a faculty member dismissed prior to the expiration of the term of his or her contract for "just cause." The exercise of a constitutional right shall under no circumstances constitute an element of "just cause." "Just cause" must be established and is determined on the basis of factors that relate to the performance of assigned teaching duties and/or the effective operation of the system.

A faculty member may be terminated prior to the expiration of the term of his/her contract only in accordance with the following procedure:

1. Termination of the contract of a faculty member prior to expiration of the term of his/her contract shall be initiated by the President of the College as Chairperson of the Professional Practices Committee, with Board approval. The Professional Practices Committee shall consist of:

   (a) The President of the College
   (b) The appropriate Dean
   (c) The President of the local Faculty Association
   (d) The Department Chairperson
   (e) A full-time faculty member chosen by the affected faculty member

   The Association or any other interested party may recommend in writing to the President of the College the termination of the contract of a faculty member by setting forth in reasonable detail, charges, which if valid, would constitute "just cause" as set forth in Section B of this Article. In the event the accused is President of the local Faculty Association or is a department chairperson, the department or Association he/she represents will elect an alternate member to fill that vacancy, for purposes of voting, and the original member shall have no vote or position.

2. The Professional Practices Committee shall promptly consider whether there is "just cause" for termination of a faculty member's contract. Within seven (7) days after the President initiates termination proceedings, the Committee shall report its recommendations and findings with respect thereto to the chairperson of the Board of Trustees.

   The Board of Trustees shall consider the recommendations and findings of the Professional Practices Committee in deciding whether to terminate a faculty member's contract.

3. In the event that the Board determines that there is "just cause" for termination of a faculty member's contract, the Board shall give written notice to the faculty member of its intention to terminate his/her contract in accordance with the provisions of K.S.A. 72-5436, et seq., and amendments thereto, which provide for due process procedure and contract termination.

C. Nonrenewal:

A contract of employment of a full-time faculty member who has completed three consecutive years of employment in the College may be nonrenewed by the Board of Trustees for "just cause." The exercise of a constitutional right shall under no circumstances constitute an element of "just cause." "Just cause" must be established and is determined on the basis of factors that relate to the performance of assigned teaching duties and/or the effective operation of the system.

Upon determining "just cause" for nonrenewal of a contract of a faculty member, the President of the College shall give written notice to the faculty member of the intention to nonrenew his/her contract. Such notice shall include: (1) a statement of the reasons for the proposed nonrenewal and (2) a statement that the faculty member may have the matter heard by a hearing committee, upon written notice filed with the secretary of the Board of Trustees within fifteen (15) days from the date of such notice of nonrenewal that he/she desires to be heard and designating therein one hearing committee member. If a hearing is requested by the faculty member, such hearing shall be held in accordance with the provisions of K.S.A. 72-5435, et seq.

D. Suspension:

1. A faculty member may be suspended from regular duties by the President of the College from such time as a statement of cause is delivered to the faculty member.

2. In the event that a faculty member is suspended, the faculty member shall not continue to perform his/her regular duties in the classroom but may be required to perform other academic duties as the President directs. The faculty member shall be entitled to receive his/her regular pay and all other benefits under his/her contract of employment until such time as the Board of Trustees shall determine whether the faculty member shall be dismissed in accordance with the procedures outlined herein. If the Board of Trustees shall determine that the faculty member shall be dismissed, from and after such determination, the faculty member shall not be entitled to any pay except the total fraction of his/her contracted salary and other benefits fulfilled on a days taught basis.

E. Probation:

1. A faculty member may be placed on probation by the President of the College for any of the causes set forth in Section B of this Article IX. A faculty member shall be notified in writing that he/she is being placed on probation. This notification shall state the causes for this action and the conditions of probation.

2. The term of probation, not to exceed one (1) year, shall be determined by the President of the College except that during the

period of the probation, the faculty member shall continue to perform his/her regular duties but that said faculty member shall not be entitled to receive any additional benefits or increment increase from the time of probation until the faculty member is released from said probationary period. In the event that said probation occurs subsequent to the signing or approval of a new contract, then said contract shall be modified to conform to the terms of the probation and for its period thereof.

F. Reduction of Instructional Staff:

1. All tenure shall be departmental only as it relates to reduction of instructional staff.

2. In the event that the Board determines that it is necessary to reduce the number of faculty members in a department of the college, the following procedures shall be followed:

   a. The Board shall first designate the courses to be discontinued or reduced in number in that department.

   b. If the faculty member assigned to courses which are discontinued or reduced is not qualified to teach other courses in the department the contract of such faculty member may be nonrenewed.

   c. If the faculty member assigned to courses which are discontinued or reduced is qualified to teach other courses in the department, such faculty member shall be offered an assignment to teach those courses. If two or more faculty members are qualified to teach the same courses, the faculty member with the most merit units will be offered an assignment to teach the same and the contract of the faculty member with the least number of merit units may be nonrenewed.

   d. A "merit" unit shall mean any 15-hour unit of approved college credit above the master's degree. Any 3-year teaching experience at the college shall also constitute one merit unit. Part-time teaching experience at the college prior to full time employment shall be prorated at the rate of one merit unit for every 90 credit hours taught or the equivalent of three years teaching experience. Any year that a faculty member has been on probation or has been notified in writing that a deficiency in that faculty member's teaching experience existed will not be counted toward merit units.

3. Nothing herein contained shall prohibit a faculty member whose contract has been nonrenewed pursuant to Paragraph 1 above from applying for a vacant teaching assignment for which that faculty member is qualified following nonrenewal.

4. Nothing herein contained shall prohibit the Board from offering a faculty member a teaching assignment in another department of the college as an alternative to nonrenewal of that faculty member's

contract. In the event that a faculty member accepts an assignment in another department of the college and in the further event that courses taught by that faculty member are again offered in the department from which he or she transferred, within three years of such transfer, that faculty member shall be given preference during such three year period in consideration of applicants for those courses.

5. It is understood that factors which may require reduction of instructional staff include: change in the size or nature of the student population, unavoidable budgetary limitations or similar factors affecting the overall operation of the college. The Board and the Faculty Association shall use their best efforts to maintain enrollment, operate within a reasonable budget and conduct the college in a professional manner in an effort to avoid reduction of instructional staff.

Article X

Professional Compensation

A. Salary Schedule:

1. All new and existing faculty members are to be placed on the proper step and level on the salary schedule. New faculty members shall enter the schedule on the appropriate column as determined by the appropriate dean and the President. The amount of experience granted shall not exceed, but may be less than that determined by the following ratio:

   College teaching experience - one year equals one level
   Other teaching experience - three years equals two levels
   Approved work experience in those areas requiring work experience - one year equals one level

2. Each new faculty member shall have an evaluation made by the President, appropriate Dean, and appropriate Department Chairman, of his/her work experience. Some work experience may be allowed to count as teaching experience for determining the salary level. A year of acceptable work experience may be considered equal to a year of teaching experience.

3. The Board may place a new faculty member on any step on the salary schedule that it deems appropriate, taking into account the faculty member's experience and educational background and the availability of persons to fill the position if the Board determines that such placement is in the best interests of the College. Thereafter, that faculty member shall be advanced on the salary schedule based upon years of service and change of educational qualifications or work earned subsequent to initial placement.

   Before advanced placement shall be granted to a faculty member under this paragraph, the president of the College shall:

   (a) review such placement with the appropriate department chairperson and

(b) notify the president of the Association of his/her intention to recommend such placement to the Board.

The Board may accelerate advancement of existing faculty members on the salary schedule in case of tight labor market conditions. A committee (consisting of two representatives appointed by the Board, two representatives appointed by the Association, and a chairperson appointed by the Board) shall review the areas in which retention of qualified faculty is a problem.

The Committee shall function as an advisory body that assists the Board in isolating the areas where it may be necessary to accelerate advancement. When a matter is brought to the committee by the Board, the committee shall function forthwith and shall report its findings to the Board and to the Association. The final decision, which rests ultimately with the Board, shall be reported back to the committee forthwith.

4. Attached hereto and to become a part hereof are related salary schedules and addenda.

B. Salary Payment:

1. The salary of each faculty member shall be paid on the twentieth day of the month.
2. Deductions may be authorized by the individual faculty member and shall be executed by the College Finance Office for local, state, and national Association dues and such other purposes as mutually agreed upon by the Association and the Board.

C. Adjunct Faculty Salaries:

Adjunct faculty members shall be placed on the proper step and level of the salary schedule. Those faculty members shall advance one level for each thirty credit or forty contact hours taught at the College. Adjunct faculty members shall be paid a salary equal to the number of credit hours taught times the salary for the faculty member's step and level divided by thirty credit or forty contact hours, as the case may be.

D. Summer Salaries:

1. Except as provided in paragraph 2 below, commencing the summer of 1986, a faculty member who teaches during the summer session in excess of his/her full-time load shall be paid as provided in Article X, E.
2. If less than twelve students enroll in a class, the class will be cancelled unless the faculty member and summer school administrator mutually agree that the class shall be taught and that the salary shall be $37.50 per credit hour times the number of students enrolled in the class.

E. Part-time and Overload Salaries:

1. Part-time faculty members shall be compensated at $300.00 per credit hour.

2. Full-time faculty members who consent to teach an overload shall be compensated at the rate of $450.00 per credit hour taught, plus, using 1985-86 as a base year, an amount equal to $10.00 per credit hour for each year of full teaching experience at the College, not to exceed $500.00 per credit hour.

   At the faculty member's option, compensation for fall semester overload shall be paid as follows:

   a. during that time for which the services are being rendered, or
   b. at the earliest pay period after it has been determined that the faculty member will meet the contractual requirement. Payment will be in a lump sum or prorated over the Spring Semester, at the faculty member's option.

   Should the faculty member choose the first option (X, E, 2, a) and then be deficient, salary reduction or repayment will be based upon the overload compensation.

3. In the event an evening class does not fill, the instructor will be compensated at the rate of one-sixteenth of the salary for each week the class meets.

F. Substitute Pay:

In the event that a faculty member is requested to cover his/her colleague's classes he/she will be compensated proportionally at substitute pay of $10 per lecture hour and $7 per laboratory hour. (Article VI, A, 1, a.)

Article XI

Miscellaneous

A. Textbooks and Other Teaching Materials:

All texts and other teaching materials will be selected by the faculty member, except that where multiple sections occur all instructors involved shall agree on the texts to be used, with the approval of the Department Chairperson and the appropriate dean. Exceptions to a three year usage policy must be approved by the appropriate dean.

B. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. All future faculty contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

C. Copies of this Agreement shall be printed by the Board and distributed to all faculty now employed or hereafter employed by the Board.

D. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

E. This Agreement shall not be effective until approved as to form by counsel for the Association, the Board, the President, or his/her designees.

F. The enforcement of this Agreement is the joint responsibility of the Board, the Administration, and the Association. Should any dispute arise as to the proper interpretation or application of any provision(s) of this Agreement, the representatives of the Board, Administration, and the Association shall meet and confer in good faith to resolve differences.

G. Except as this Agreement shall herein provide, all terms and conditions of employment applicable on the effective date of this agreement as established and in force on said date shall continue to be so applicable during the term of this agreement. Unless otherwise provided in this agreement nothing contained herein shall be interpreted or applied so as to eliminate, reduce or otherwise detract from any faculty benefits existing prior to the effective date of this agreement.

H. On the request of the Association, the members of the Administration, including the President of the College, and the appropriate dean shall meet and confer with the representatives of the Association to discuss matters of mutual concern.

I. The Executive Committee of the Association or person(s) designated by the Committee shall represent the Association in matters pertaining to this agreement.

J. Reference to "faculty members" in this agreement shall mean full-time faculty members, unless specifically applicable to part-time or adjunct faculty members. Those persons who are employed primarily for the purpose of coaching are not covered under the parameters of this agreement.

APPENDIX

a. Formal Grievance Procedure Form

b. NEA Code of Ethics

c. College Calendar, 1985-86

d. Faculty Salary Schedule and Extra Duty Schedule, 1985-86

e. Faculty Salary Schedule and Extra Duty Schedule, 1986-87

f. Addenda

g. Personal Contract of Employment

a.

Hutchinson National Faculty Association

FORMAL GRIEVANCE PROCEDURE FORM

Name________________________________ Position__________________________

Date of Grievance______________________ Date of Filing______________________

Nature of Grievance:

Previous Action, if any, taken by Grievant:

Signature:__________________________________

Date received by President______________________________

Date of meeting with Grievant____________________________

Disposition:

Date_________________________________Signature_____________________________

Date received by Clerk of Board of Trustees____________________________________

Date grievance allowed______________________

Date hearing_______________________________

Disposition:

Date__________________________________Signature____________________________

CODE OF ETHICS OF THE EDUCATION PROFESSION

(As approved July, 1975, by the National Education Association Representative Assembly.)

PREAMBLE

The educator, believing in the worth and dignity of each human being, recognizes the supreme importance of the pursuit of truth, devotion to excellence, and the nurture of democratic principles. Essential to these goals is the protection of freedom to learn and to teach and the guarantee of equal educational opportunity for all. The educator accepts the responsibility to adhere to the highest ethical standards.

The educator recognizes the magnitude of the responsibility inherent in the teaching process. The desire for the respect and confidence of one's colleagues, of students, of parents and of the members of the community provides the incentive to attain and maintain the highest possible degree of ethical conduct. The Code of Ethics of the Education Profession indicates the aspiration of all educators and provides standards by which to judge the transgressor.

PRINCIPLE I

Commitment to the Student

The educator strives to help each student realize his or her potential as a worthy and effective member of society. The educator therefore works to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals.

In fulfillment of the obligation to the student, the educator--

1. Shall not unreasonably restrain the student from independent action in the pursuit of learning.
2. Shall not unreasonably deny the student access to varying points of view.
3. Shall not deliberately suppress or distort subject matter relevant to the student's progress.
4. Shall make reasonable effort to protect the student from conditions harmful to learning or to health and safety.
5. Shall not intentionally expose the student to unnecessary embarrassment or disparagement.
6. Shall not on the basis of race, color, creed, sex, national origin, marital status, political or religious beliefs, or family, social or cultural background, or sexual orientation, unfairly:
    a. Exclude any student from participation in any program;
    b. Deny benefits to any student;
    c. Grant any advantage to any student.
7. Shall not use professional relationships with students for private advantage.
8. Shall not disclose information about students obtained in the course of professional service, unless disclosure serves a compelling professional purpose or is required by law.

PRINCIPLE II

Commitment to the Profession

The education profession is vested by the public with a trust and responsibility requiring the highest ideals of professional service.

In the belief that the quality of the services of the education profession directly influences the nation and its citizens, the educator shall exert every effort to raise professional standards, to promote a climate that encourages the exercise of professional judgment, to achieve conditions which attract persons worthy of the trust to careers in education, and to assist in preventing the practice of the profession by unqualified persons.

In fulfillment of the obligation to the profession, the educator—

1. Shall not in an application for a professional position deliberately make a false statement or fail to disclose a material fact related to competency and qualifications.
2. Shall not misrepresent his/her professional qualifications.
3. Shall assist in preventing entry into the profession of a person known to be unqualified in respect to character, education, or other relevant attribute.
4. Shall not knowingly make a false statement of fact concerning the qualifications of a candidate for a professional position.
5. Shall not assist a non-educator in the unauthorized practice of teaching.
6. Shall not disclose information about colleagues obtained in the course of professional service unless disclosure serves a compelling professional purpose or is required by law.
7. Shall not knowingly make false or malicious statements about a colleague.
8. Shall not accept any gratuity, gift, or favor that might impair or appear to influence professional decisions or actions.

c.

HUTCHINSON COMMUNITY COLLEGE
Academic Calendar 1985-86

August 1985

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	(14)	15	16	17
18	(19)	20	21	22	23	24
25	26	27	28	29	30	31

September 1985

S	M	T	W	T	F	S
1	☒2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

October 1985

S	M	T	W	T	F	S
		1	2	3	4	(5)
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

November 1985

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	(14)	15	16
17	18	19	20	21	22	23
24	25	26	☒27	☒28	☒29	30

December 1985

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	(20)	21
22	23	☒24	☒25	☒26	☒27	28
29	☒30	☒31				

January 1986

S	M	T	W	T	F	S
			☒1	2	3	4
5	6	(7)	8	9	10	11
12	(13)	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

February 1986

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

March 1986

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	(24	25	26	27	☒28)	29
30	31					

April 1986

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	(9)	10	11	(12)
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

May 1986

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	(16)	17
18	19	20	21	22	23	24
25	☒26	27	28	29	30	31

June 1986

S	M	T	W	T	F	S
1	(2)	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	(27)	28
29	(30)					

July 1986

S	M	T	W	T	F	S
		1	2	3	☒4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	(25)	26
27	28	29	30	31		

FALL SEMESTER 1985 (90 contract days)

Aug 14	Faculty conferences
Aug 14,15	Evening registration
Aug 15,16	Orientation, registration
Aug 19	Classes begin
Aug 21	Schedule changes begin
Sept 2	Labor Day, no classes
Sept 3	Registration ends, schedule changes end, last day for 75% tuition refund
Oct 5	Homecoming and Parents Day
Oct 9	Grade Progress Reports due
Nov 11	College Planning Conference
Nov 14	Advisement for Spring Semester, no classes
Nov 14,15	Early enrollment for Spring Semester for current students
Nov 27-29	Thanksgiving recess, no classes
Dec 12	Last day for withdrawal
Dec 13-18	Final examinations
Dec 19	Make-up examinations, final grades due at noon
Dec 20	Faculty in-service

SPRING SEMESTER 1986 (90 contract days)

Jan 7,8	Faculty conferences
Jan 9,10	Orientation, registration
Jan 13	Classes begin
Jan 15	Schedule changes begin
Jan 27	Registration ends, schedule changes end, last day for 75% tuition refund
March 3	Grade Progress Reports due
March 18-22	NJCAA Basketball Tournament
March 24-28	Spring Break, no classes
March 28	Good Friday
April 9	Advisement for Fall Semester, no classes
April 9,10	Early enrollment for Fall Semester for current students
April 12	Early enrollment for high school seniors (contract day)
May 8	Last day for withdrawal
May 9-15	Final examinations
May 16	Commencement, 8:00 p.m.
May 16	Make-up examinations, final grades due

SUMMER SESSIONS 1986

June 2-27	First Summer Session
June 30-July 25	Second Summer Session
July 4	Independence Day, no classes

( ) Special Notice
☒ College Closed

HUTCHINSON COMMUNITY COLLEGE
Instructor's Salary Schedule
1985-86

The base is $16,000.00. All other steps on the schedule are determined by multiplying the index figures by the base.

Step	Initial Qualification	Masters + 15	Masters + 30	Masters + 45	Masters + 60	Doctorate
1	$16,000.00-1.00	$17,280.00-1.08	$18,560.00-1.16	$19,840.00-1.24	$21,120.00-1.32	$22,400.00-1.40
2	16,800.00-1.05	18,080.00-1.13	19,360.00-1.21	20,640.00-1.29	21,920.00-1.37	23,200.00-1.45
3	17,600.00-1.10	18,880.00-1.18	20,160.00-1.26	21,440.00-1.34	22,720.00-1.42	24,000.00-1.50
4	18,400.00-1.15	19,680.00-1.23	20,960.00-1.31	22,240.00-1.39	23,520.00-1.47	24,800.00-1.55
5	19,200.00-1.20	20,480.00-1.28	21,760.00-1.36	23,040.00-1.44	24,320.00-1.52	25,600.00-1.60
6	20,000.00-1.25	21,280.00-1.33	22,560.00-1.41	23,840.00-1.49	25,120.00-1.57	26,400.00-1.65
7	20,800.00-1.30	22,080.00-1.38	23,360.00-1.46	24,640.00-1.54	25,920.00-1.62	27,200.00-1.70
8	21,600.00-1.35	22,880.00-1.43	24,160.00-1.51	25,440.00-1.59	26,720.00-1.67	28,000.00-1.75
9	22,400.00-1.40	23,680.00-1.48	24,960.00-1.56	26,240.00-1.64	27,520.00-1.72	28,800.00-1.80
10		24,480.00-1.53	25,760.00-1.61	27,040.00-1.69	28,320.00-1.77	29,600.00-1.85
11			26,560.00-1.66	27,840.00-1.74	29,120.00-1.82	30,400.00-1.90
12				28,640.00-1.79	29,920.00-1.87	31,200.00-1.95
13					30,720.00-1.92	32,000.00-2.00

HUTCHINSON COMMUNITY COLLEGE
Extra Duty Salary Schedule *
1985 - 1986

Extra Duty	Percent of $16,000 Base	Amount
Men's Football, Basketball - Asst. Coach	11	$1,760.00
Men's Baseball - Head Coach	9	1,440.00
Men's Baseball - Asst. Coach	5	800.00
Men's Track and Field - Head Coach	11.5	1,840.00
Men's Track and Field - Asst. Coach	8	1,280.00
Men's Cross Country	6.1	976.00
Men's Minor Sport - Head Coach (Golf, Tennis)	9	1,440.00
Director of Ticket Sales	15	2,400.00
Asst. Director of Ticket Sales	11	1,760.00
Women's Athletic Coordinator	13	2,080.00
Women's Basketball Coach	12	1,920.00
Women's Asst. Basketball Coach	5	800.00
Women's Volleyball Coach	10	1,600.00
Women's Tennis Coach	9	1,440.00
Women's Track Coach	8	1,280.00
Cheerleading Sponsor	4	640.00
Arena Supervisor	5.1	816.00
Intramurals Director	6	960.00
Dragon Dolls Director	5	800.00
Drama Director	7	1,120.00
Band Director	7	1,120.00
Jazz Ensembles	4	640.00
Dragonnaires Director	4	640.00

* Applies to an employee whose primary duty is other than coaching.

HUTCHINSON COMMUNITY COLLEGE
Instructor's Salary Schedule
1986-87

The base is $16,500.00. All other steps on the schedule are determined by multiplying the index figures by the base.

Step	Initial Qualification	Masters + 15	Masters + 30	Masters + 45	Masters + 60	Doctorate
1	$16,500.00-1.00	$17,820.00-1.08	$19,140.00-1.16	$20,460.00-1.24	$21,780.00-1.32	$23,100.00-1.40
2	17,325.00-1.05	18,645.00-1.13	19,965.00-1.21	21,285.00-1.29	22,605.00-1.37	23,925.00-1.45
3	18,150.00-1.10	19,470.00-1.18	20,790.00-1.26	22,110.00-1.34	23,430.00-1.42	24,750.00-1.50
4	18,975.00-1.15	20,295.00-1.23	21,615.00-1.31	22,935.00-1.39	24,255.00-1.47	25,575.00-1.55
5	19,800.00-1.20	21,120.00-1.28	22,440.00-1.36	23,760.00-1.44	25,080.00-1.52	26,400.00-1.60
6	20,625.00-1.25	21,945.00-1.33	23,265.00-1.41	24,585.00-1.49	25,905.00-1.57	27,225.00-1.65
7	21,450.00-1.30	22,770.00-1.38	24,090.00-1.46	25,410.00-1.54	26,730.00-1.62	28,050.00-1.70
8	22,275.00-1.35	23,595.00-1.43	24,915.00-1.51	26,235.00-1.59	27,555.00-1.67	28,875.00-1.75
9	23,100.00-1.40	24,420.00-1.48	25,740.00-1.56	27,060.00-1.64	28,380.00-1.72	29,700.00-1.80
10		25,245.00-1.53	26,565.00-1.61	27,885.00-1.69	29,205.00-1.77	30,525.00-1.85
11			27,390.00-1.66	28,710.00-1.74	30,030.00-1.82	31,350.00-1.90
12				29,535.00-1.79	30,855.00-1.87	32,175.00-1.95
13					31,680.00-1.92	33,000.00-2.00

HUTCHINSON COMMUNITY COLLEGE
Extra Duty Salary Schedule *
1986 - 1987

Extra Duty	Percent of $16,500 Base	Amount
Men's Football, Basketball - Asst. Coach	11	$1,815.00
Men's Baseball - Head Coach	9	1,485.00
Men's Baseball - Asst. Coach	5	825.00
Men's Track and Field - Head Coach	11.5	1,897.50
Men's Track and Field - Asst. Coach	8	1,320.00
Men's Cross Country	6.1	1,006.50
Men's Minor Sport - Head Coach (Golf, Tennis)	9	1,485.00
Director of Ticket Sales	15	2,475.00
Asst. Director of Ticket Sales	11	1,815.00
Women's Athletic Coordinator	13	2,145.00
Women's Basketball Coach	12	1,980.00
Women's Asst. Basketball Coach	5	825.00
Women's Volleyball Coach	10	1,650.00
Women's Tennis Coach	9	1,485.00
Women's Track Coach	8	1,320.00
Cheerleading Sponsor	4	660.00
Arena Supervisor	5.1	841.50
Intramurals Director	6	990.00
Dragon Dolls Director	5	825.00
Drama Director	7	1,155.00
Band Director	7	1,155.00
Jazz Ensembles	4	660.00
Dragonnaires Director	4	660.00

* Applies to an employee whose primary duty is other than coaching.

Addenda to the Faculty's Salary Schedule
1985-86 and 1986-87

1. This salary schedule shall apply to all faculty on a regular teaching assignment. Salary for an assignment which deviates from a nine month teaching assignment will be determined by the faculty member and administration with the approval of the Board of Trustees.

2. Extra duties assigned above the regular teaching load will be compensated on a separate index ratio.

3. Faculty members will not be required to sell or take tickets; therefore, no faculty passes will be issued. Faculty members who wish to work at athletic events will notify the Dean of Student Affairs and the Director of Ticket Sales. Compensation for this service will be determined by the Dean of Student Affairs, the Director of Ticket Sales, and the President.

4. A change in educational qualification will move the faculty member over one column and the years of experience will move him/her down one step, except that faculty members shall not move beyond step 13. A faculty member may change columns at mid-term by presenting evidence of qualification by January 15. Salary adjustment will be based on one-half the year's salary.

5. Additional training to be used by the faculty member for column advancement on the salary schedule must be approved in writing by the President of the College prior to the faculty member's enrollment in such courses or to the beginning of each request for work experience. Normally, only residence courses will be approved (exceptions to the regulations require Board approval).

   Forty hours of work experience will be equivalent to one semester hour of credit. In no case will the work experience equate to more than eight (8) hours for a summer or more than twelve (12) hours for a semester. The cumulative maximum credit for work experience will be thirty (30) equated credit hours. Any college credit hours earned through work experience courses will be counted as a part of the cumulative maximum.

6. No increment or change in base is to be assumed for the 1987-88 college term. Any change will be subject to review by the Faculty Association and the Board of Trustees.

7. A. The Board shall pay to an appropriate fringe benefit pool an amount of $100.00 per month for 1985-86, and $110.00 per month for 1986-87, per each full-time faculty member.

   B. Each faculty member shall allocate the sum contributed to his/her credit among the various fringe benefits offered in the pool. The benefits offered shall include: (1) group term life insurance, $50,000 maximum, (2) health insurance, Blue Cross-Blue Shield or an alternative, (3) salary protection insurance, (4) cancer insurance, or (5) tax deferred annuity.

C. Any faculty member failing to select benefits or selecting a program of benefits costing less than the amount of money paid by the Board on the faculty member's behalf shall have such unexpended funds automatically applied to the purchase of a tax deferred annuity, unless the faculty member elects to apply that money toward a benefit in the pool other than tax deferred annuities. In this event, should the monthly premium of the desired additional benefit exceed the balance of the Board's contribution, the faculty member shall authorize the deduction from his/her salary of the difference between the monthly premium of the desired benefit and the unexpended funds. Any funds which are not expended for a faculty member's fringe benefits as herein provided shall be forfeited by the faculty member and in no event shall any unexpended fringe benefit funds be paid to a faculty member in cash.

D. The Board shall provide each employee a list of the benefits provided herein within ten (10) days of the beginning of the school year or date of employment and detailed information about the options as it becomes available. When requested by the employee, the Board shall provide applications.

E. The benefits herein shall be provided by a company or companies selected by the Association and approved by the Board of Trustees.

F. In the event of a premium refund from the participating health insurance company, such refund shall be returned to the faculty member in proportion to the share of the cost assumed by each individual faculty member. For the purpose of determining the refund due to the participants in the medical insurance program, the amount paid by the Board of Trustees under this Article shall be considered as contributions by the faculty members.

8. A new salary schedule has been adopted for the 1985-86 and 1986-87 academic years. Regular salary for faculty members shall be computed as follows:

A. For 1982-83, $1,400 was added to a faculty member's 1981-82 regular salary. A faculty member earning an educational increment prior to September 15, 1982, was paid an additional $600, and for a move down on the vertical column was paid an additional $600.

The faculty member's index for 1982-83 was the regular salary (as determined in the above paragraph) divided by the base salary ($14,700).

B. A faculty member's index will increase .05, with the corresponding increase in salary, for each year of approved service until the index limit is reached for that column. The index limit is listed at the bottom of each column.

C. A faculty member's index will increase .08, with the corresponding increase in salary, for each year that a faculty member moves horizontally on the salary schedule as provided in this contract.

INDEPENDENCE COMMUNITY COLLEGE

NEGOTIATED ITEMS

The Independence Community College Board of Trustees, in recognizing the Independence Community College Faculty Association as the exclusive negotiating representative of full time professional employees whose salaries are determined by the enclosed salary schedule, has reached agreement upon the following negotiated items:

REVISED - June, 1986

TABLE OF CONTENTS

Bilateral Agreements 1
Saving Clause 1
Budgets 1
Dissemination of Public Information 1
Due Process 2
Faculty Handbooks 2
Fringe Benefit Pool 2
Hospitalization and Medical Insurance 2

Leaves From Assigned Duties

  Political Office 3
  Sabbatical 3
  Unpaid 3
  KNEA-KACC Convention 3
  Sick Days 4
  Personal/Professional 4
  Other 4
Negotiating Members 4
Notice of Teaching Vacancies 4
Parking Areas 5
Payroll Deductions 5
Professional Load 5-6
Resolving Grievances 6-7

Salary Schedule/Advancing Across Salary Schedule

  Salary Schedule 7-8
  Alternate Methods of Advancing Across the Salary Schedule 8
School Calendar 8
Summer School Classes 8
Teachers Retention 9
Salary Schedule . . . . .Exhibit A
Salary Schedule Explanation . . . . Exhibit B
Contract . . . . Exhibit C
Negotiated Items - Signature Sheet . . . . Exhibit D

NEGOTIATED ITEMS
(Revised, June, 1986)

BILATERAL AGREEMENTS:

The Faculty Bargaining Unit and the Board of Trustees of ICC agree to compile two copies of all bilateral agreements between the Bargaining Unit and the Board of Trustees that will be continued for the next contract year. One copy will be for the Board of Trustee files and the other for the Bargaining Unit files. These shall be considered the official documents of negotiated agreements. Furthermore, a reproduction of this document will be given to each professional employee with his contract.

SAVINGS CLAUSE

If any provision of this agreement or any application of this agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall be deemed invalid, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. Furthermore, the Board and the Faculty Association shall enter immediately into negotiation to replace any provision found to be contrary to law.

BUDGETS:

Each faculty member should present a budget for his area of instruction for the coming year and present it on or before April 15 to the Division Chairman, who will develop a division budget incorporating the faculty budgets and present it to the Dean of Instruction on or before May 1. The Dean of Instruction will develop a budget for the instruction area to be presented to the President of the college on or before June 1. The President will then present this budget along with budgets from the other areas in a budget for the college and present it to the Board of Trustees for approval and publication.

The President of the College will inform each Division Chairperson, at the beginning of each fiscal year, of his division's budget by line item for that fiscal year. The chairperson will in turn inform each member of his division of the divisional budget for the fiscal year.

DISSEMINATION OF PUBLIC INFORMATION:

The "Handbook" shall contain a statement of the staff's legal responsibilities in the dissemination of public information.

DUE PROCESS:

The President shall have the authority to suspend faculty personnel which shall correspond to the Kansas Statutes.

FACULTY HANDBOOKS:

It is recommended that the Personnel Handbook be distributed to all employees before classes start at the beginning of each academic year. In the event the handbook is not distributed to all employees prior to the beginning of a new academic year - all new employees will be given a handbook from the preceding school year, and one such handbook should be placed in the reserve section of the library for the rest of the employees. All administrative policies in the old handbook will be in effect until the new personnel handbooks are distributed.

FRINGE BENEFIT POOL:

The Board of Trustees has set up an insurance/optional allowance which includes $145.00 per month for each faculty member. This allowance may be used toward any insurance plan (single health, family health, tax sheltered annuity, salary protection, or life insurance).

Each individual will choose at the beginning of each calendar year those benefits he wishes.

To be eligible for other benefits, one must show he is covered by hospitalization and medical insurance elsewhere, and must notify the office of this coverage. If this coverage changes, the office should be again notified. At no time will a total enrollment in the hospitalization/medical insurance be allowed to drop below 75% of those eligible.

HOSPITALIZATION AND MEDICAL INSURANCE:

Each faculty member will be allowed a fringe benefit of $145.00 per month. This allowance may be used toward any insurance plan (single health, family health, tax-sheltered annuity, salary protection or life insurance).

The hospitalization/medical insurance's company selection shall be a mutual agreement between the faculty and the Board of Trustees.

The hospitalization and medical insurance shall include major medical coverage ($100 deductible) with all benefits summarized as follows:

$10 deductible per admission
Semi-Private Room - full coverage
Private Room - average semi-private charge
Physicians services - full payment
Maternity Benefits - full payment delivery and anesthesia
30 days per contract year for nervous & mental conditions
Non-accident diagnostic x-ray service
Out-patient laboratory service
Major medical - $100 deductible per year

Dental Rider: Full Basic and Block C - 50% blocks A & B

LEAVES FROM ASSIGNED DUTIES:

Leave of Absence for Political Office:

Any instructor may be eligible for a leave of absence to hold an elective or appointive Kansas government office. The instructor must designate the period of time needed to be on leave and notify the Board of Trustees one month prior to the start of the semester the instructor shall be gone (unless the Board agrees to waive this stipulation). This leave is subject to the Board finding a suitable replacement.

Sabbatical Leave:

Any instructor having been employed for seven years by Independence Community College becomes eligible for up to one (1) year of sabbatical leave for additional schooling or other educational improvement. (For purposes of employment for sabbatical leave, employment before July 1, 1965, shall not be considered.)

The educational value of such leave must be approved by the President and the Board of Trustees. During such leave an instructor will be eligible to receive half salary, (as determined by the year preceding such leave.) The instructor is obligated to teach at ICC three years after returning from such leave. Application for sabbatical leave should be made to the President for recommendation to the Board of Trustees. The number of instructors to be granted this leave in any one year shall be governed by the Board of Trustees upon recommendation of the President; however, any recommendation is contingent on: (1) the availability of adequate finances, and (2) obtaining a suitable replacement for the period of such sabbatical. If the application for such leave is denied, the applicant shall be notified in writing of the specific reason(s) for such action.

Any advancement in class on the salary schedule as a result of the sabbatical shall be granted and the instructor shall retain his step on the salary schedule as if he had been teaching that year.

Unpaid Leave of Absence:

An instructor, after having been employed for three years by Independence Community College becomes eligible for up to one year's leave of absence with no pay. Prior to taking such leave he shall sign an agreement to teach at Independence Community College for the year following said leave. Upon returning the teacher shall be placed on the salary schedule according to the step as if he had been employed; and according to the class for which he is eligible. Leaves under this provision will be granted only upon recommendation of the President and approval of the Board of Trustees. Lack of adequate replacement shall be considered just cause for Board refusal to grant unpaid leave of absence.

KNEA-KACC Convention Leave:

The KACC and the KNEA convention days are a part of the College Calendar. Staff members wishing to attend these conventions will be given Professional Leave.

Sick Leave Benefits:

Each full time Board employee (hereafter called employee) shall start each contract year with 15 full days of such leave credit with full pay, and the days that are not used shall accumulate indefinitely to the credit of the employee up to a total of 90 days. In the event the absences due to sickness exceed the number of days as provided above, the instructor may make written application to the Board for additional sick leave, at which time the Board, at its option, may approve or deny.

The above sick leave shall cover absences for the employee's own illness, or for the death or illness in the employee's immediate family, children, grandparent, and corresponding in-laws, or persons whose residence is in the home of the employee. In the event of death of an employee while under oral or written contract, the Board will compensate the deceased employee's beneficiary, or beneficiaries as designated for the Kansas Public Employees Retirement System for the unused days of sick leave.

At the beginning of each academic year, each employee entitled to sick leave shall receive a written statement which specifies the number of accumulated sick leave days credited to such employee.

Personal Leave or Professional Leave:

A total of three (3) full days of personal leave may be taken by each full-time faculty member each academic year. This leave is not accumulataive. Professional leave may be granted by the President or Dean for faculty members to attend professional conferences, meetings of educational significance, or matters pertaining to school business.

Other:

Employees who need to be absent for other personal reasons and a substitute is hired (IF THE PRESIDENT APPROVES SUCH ABSENCE) shall pay the substitute's salary, but not have the absence deducted from his sick leave.

All other absences not covered by the above will result in deductions from the employee's salary of one (1) contracted day's pay for each day absence.

NEGOTIATING MEMBERS:

The names of Trustees and Faculty Association members who negotiate agreements are to be made a matter of record.

NOTICE OF TEACHING VACANCIES:

Notice of faculty vacancies shall be sent to faculty members before publication elsewhere if possible, by bulletin board notification during the regular school term, or by a form letter from the administrative office to the instructor's summer address during the summer recess.

PARKING AREAS:

The area immediately north of the administration building will become a loading zone, visitors parking, handicapped parking, and one place will be reserved for the President. All other parking areas will be open parking.

PAYROLL DEDUCTIONS:

An agreement has been reached between the Faculty Bargaining Unit and the Board of Trustees of Independence Community College that payroll deductions be on a ten month basis for the payment of professional dues that are paid to the Independence Community College Faculty Association for maintaining membership in local, state, and national teacher organizations. Deductions for the payment of professional dues shall begin with the paycheck issued on September 24, continue monthly until the deduction is made from the June 24 paycheck. The procedures for such deduction shall be determined by the Business Manager.

PROFESSIONAL LOAD

1. Thirty to thirty-two credit hours per academic year or its equivalent* shall be considered a full load. (Thirty-two hours is a full load; however, teaching only thirty hours shall not be considered an underload and shall require no carry over to be made up the following year.) The full load is subject to the following considerations:

   (a) For those cases where the instructor's assignment causes the teaching load to exceed 32 hours or its equivalent per academic year, the instructor shall (1) receive $500 per each credit hour exceeding 32 hours and (2) in no case teach a load exceeding 35 hours or its equivalent in an academic year.

   (b) If an instructor's load is less than 30 credit hours or its equivalent in a particular academic year, the instructor shall make up the deficiency in the next academic year by increasing his load accordingly. If an instructor does not average at least 30 hours taught after the adjustment year has ended, he will (1) forfeit $500 per credit hour or (2) accept additional assignments agreed upon by the instructor and the Dean of Instruction.

   The instructor's contract will have the total number of credit hours taught during the previous year and the total minimum number of credit hours needed to establish load for the existing year. This procedure will begin the second year after the inception of this plan.

   (c) An overload can exist only if an instructor is asked by the Dean of Instruction to teach beyond what is considered a full load. An instructor has the right to teach more than an average of 32 hours without compensation. An instructor has the right to decline teaching a course whenever his load status has been fulfilled. The instructor also has a right to decline teaching a course when that course would result in an overload. The instructor shall have the right of first refusal within 24 hours (after notification) of an overload course for which he is qualified to teach.

*(d) Instructors with non-traditional classes shall work with the Dean of Instruction in establishing traditional load equivalencies. A guideline here would be to consider total contact hours where 50 contact hours per year would be considered a load. Accessibility to students other than during the instructor's class time must be arranged by the instructor.

2. A maximum of six (6) credit hours of night classes (or two nights) may be assigned to a full-time, daytime instructor per academic year in accordance with the present overload policy. These courses must be in the teaching vocation for which the instructor is qualified.

3. This agreement on load and assignment supersedes and nullifies all other mention of the subjects in previous negotiated items.

RESOLVING GRIEVANCES:

Grievance Procedure - A grievance is a claim or complaint by a faculty member or group of faculty members of the ICC Faculty Association. In the event that a faculty member or group of faculty members or the Association believes there is a basis for a grievance it shall:

1. Report the grievance in writing to the Division Chairperson

2. The Division Chairperson shall attempt to find a solution satisfactory to the grievant. If he is unable to do so, he shall report the grievance in writing to the Dean of Instruction of the College within two working days.

3. The Dean of Instruction shall attempt to find a solution satisfactory to the grievant. If he is unable to do so, he shall report the grievance in writing to the President of the College within five days.

4. The President shall attempt to find a solution satisfactory to the grievant. If he is unable to do so, he shall report the grievance in writing to the Chairperson of the Board of Trustees within five days.

5. The Chairperson of the Board shall judge the urgency of the grievance and shall either call a special board meeting for a hearing with the grievant or instruct the President to place such a hearing with the grievant on the agenda of the next regular board meeting.

6. Executive Sessions - Upon formal motion made, seconded and carried, all bodies and agencies subject to the act may recess but not adjourn, open meetings for closed or executive meetings. Any motion to recess for a closed or executive meeting shall include a statement of (1) the justification for closing the meeting, (2) the subjects to be discussed during the closed or executive meeting and (3) the time and place at which the open meeting shall resume. Such motion, including the required statement, shall be recorded in the minutes of the meeting and shall be maintained as a part of the permanent records of the body or agency. Discussion during the closed or executive meeting shall be limited to those subjects stated in the motion.

   No subjects shall be discussed at any closed or executive meeting, except the following: (1) personnel matters of non-elected personnel; (2) consultation with the attorney for the body or agency which would be deemed privileged in the attorney-client relationship; (3) consultations with the representative of the body or agency in employer-employee negotiations; (4) confidential data relating to financial affairs or trade secrets of corporations, partnerships, trusts, and the individual proprietorships; (5) matters relating to actions adversely or favorably affecting a person as a student, patient or resident of a public institution, except that any such person shall have the right to a public hearing if he or she so requests; and (6) preliminary discussions relating to the acquisition of real property.

   No binding action shall be taken during closed or executive recesses, and such recesses shall not be used as a subterfuge to defeat the purposes of this act.

   In any grievance hearing no new evidence for or against the grievant will be presented in executive session, unless the grievant is present or by written statement waives his right to be present; provided however, nothing herein stated shall preclude the Board of Trustees from discussing any evidence which has been presented to the Board of Trustees prior to the convening of the executive session.

   Nothing shall preclude the President of the Independence Community College from being present at any executive session of the Board, unless said Board by motion made, seconded and carried of the majority vote of the Board of Trustees excludes said President from sitting in said executive session.

7. The Chairperson shall notify the grievant of the Board's final decision.

SALARY SCHEDULE/ADVANCING ACROSS SALARY SCHEDULE:

Salary Schedule:

The salary schedule (Exhibit A), should not be used by any individual to determine what his or her salary will be a given number of years in the future.

The salary schedule is divided into six classes (I, II, III, IV, V, and VI). An instructor will be placed in a class commensurate to the total number of graduate hours of credit in his or her teaching field, or the type of graduate degree achieved. Instructors who will have a change of classification must present evidence for the change prior to August 15th each year.

When an instructor has taught for a year on the last service step (experience level) in a class he or she will receive an index increase of 1.5% per year of experience thereafter; or in some cases, until said instructor moves to a different class.

Service steps will usually represent the number of years an employee has served in the profession. The normal amount of credit to determine the initial salary which may be earned by previous teaching experience outside of Independence is four years. The Board and Administration reserve the right to place personnel above a service credit increment step where he or she belongs if conditions seem to merit such action. In an extreme case, a service credit increment may be withheld provided the instructor is notified in writing by March 10.

Alternate Methods Of Advancing Across The Salary Schedule:

The procedure for advancing across the salary schedule as an alternate method (other than traditional graduate credit courses) is as follows:

The instructor shall provide a written request for credit to the Dean of Instruction no later than two weeks before the event in question. The request shall describe the special "course", workshop experience, job training or other non-traditional credit with the specific gains the instructor expects to receive from this activity and the number of hours credit he thinks such experience is worth.

The Dean of Instruction shall be responsible for responding to this request in writing within a week by either granting or denying credit to the instructor. A denial must explain in specific detail why the request for non-traditional credit has been denied.

The instructor shall also evaluate the usefulness of the activity to his classroom instruction after the "course" is completed and a written evaluation shall be submitted to the Dean of Instruction within a reasonable time.

SCHOOL CALENDAR:

Two faculty association members shall meet with two members of the administration to establish the school calendar. Before adoption, the calendar shall be presented to the faculty for a majority vote of approval or disapproval. If not approved by the faculty, the committee can agree to changes, or take to the board as presented, expressing the faculty's disapproval. The Board will make the final decision.

SUMMER SCHOOL CLASSES:

Full-time faculty members shall have the first option to teach summer school classes with compensation as follows:

5-10	Students per class - $275.00 per credit hour
11-15	Students per class - $325.00 per credit hour
16-19	Students per class - $375.00 per credit hour
20 or more	Students per class - $425.00 per credit hour

TEACHERS RETENTION:

If for any reason a faculty position is to be terminated, the instructor holding that position shall be notified by the Board of Trustees in writing of that decision prior to January 1 of the present school year. Further, if at some later date the Board intends to re-establish that position, this terminated instructor shall be given the first opportunity for that position if he is still qualified and if he applies. Or in the event of a newly created position, the instructor shall be given the first opportunity for that position if the instructor is qualified and if he applies. This agreement is not binding in the event of a legislative mandate to terminate such position.

1986-1987

SALARY SCHEDULE BASE = $15,111

EXPERIENCE LEVEL	I MASTERS WITH 15 HRS.		II MASTERS WITH 30 HRS.		III MASTERS WITH 45 HRS.		IV MASTERS WITH 60 HRS.		V MASTERS WITH 75 HRS.		VI EARNED DOCTORATE	
1	0.95	14,355	1.00	15,111	1.07	16,169	1.13	17,075	1.19	17,982	1.24	18,738
2	1.00	15,111	1.05	15,867	1.12	16,924	1.18	17,831	1.24	18,738	1.29	19,493
3	1.05	15,867	1.10	16,622	1.17	17,680	1.23	18,587	1.29	19,493	1.34	20,249
4	1.10	16,622	1.15	17,378	1.22	18,435	1.28	19,342	1.34	20,249	1.39	21,004
5	1.15	17,378	1.20	18,133	1.27	19,191	1.33	20,098	1.39	21,004	1.44	21,760
6			1.24	18,738	1.31	19,795	1.37	20,702	1.43	21,609	1.48	22,364
7			1.28	19,342	1.35	20,400	1.41	21,307	1.47	22,213	1.52	22,969
8			1.32	19,947	1.39	21,004	1.45	21,911	1.51	22,818	1.56	23,573
9			1.36	20,551	1.43	21,609	1.49	22,515	1.55	23,422	1.60	24,178
10			1.40	21,155	1.47	22,213	1.53	23,120	1.59	24,026	1.64	24,782
11					1.50	22,667	1.56	23,573	1.62	24,480	1.67	25,235
12					1.53	23,120	1.59	24,026	1.65	24,933	1.70	25,689
13					1.56	23,573	1.62	24,480	1.68	25,386	1.73	26,142
14					1.59	24,026	1.65	24,933	1.71	25,840	1.76	26,595
15					1.62	24,480	1.68	25,386	1.74	26,293	1.79	27,049
16							1.70	25,689	1.76	26,595	1.81	27,351
17							1.72	25,991	1.78	26,898	1.83	27,653
18							1.74	26,293	1.80	27,200	1.85	27,955
19									1.82	27,502	1.87	28,258
20	1.5% per year added for all those off the salary schedule								1.84	27,804	1.89	28,560

EXHIBIT A

NOTE: See explanation of classes (columns) on the following page

EXHIBIT B

SALARY SCHEDULE:

The salary schedule (Exhibit A) should not be used by any individual to determine what his or her salary will be a given number of years in the future.

The salary schedule is divided into six classes (I, II, III, IV, V, and VI). An instructor will be placed in a class commensurate to the total number of graduate hours of credit in his or her teaching field or the type of graduate degree achieved. Instructors who will have a change of classification must present evidence for the change prior to August 15th each year.

When an instructor has taught for a year on the last service step (experience level) in a class, he or she will receive an index increase of 1.5% per year of experience thereafter or, in some cases, until said instructor moves to a different class.

Service steps will usually represent the number of years an employee has served in the profession. The normal amount of credit to determine the initial salary which may be earned by previous teaching experiene outside of Independence is four years. The Board and Administration reserve the right to place personnel above a service credit increment step that he or she belongs if conditions seem to merit such action. In an extreme case a service credit increment may be withheld provided the instructor is notified in writing by March 10th.

EXHIBIT C

CONTRACT

This contract made and entered into this ______ day of ______________, 19____ by and between the Board of Trustees of Independence Community College and ______________________________.

WITNESSETH, The Board of Trustees agrees to employ said employee and said employee agrees to accept said employment in the Independence Community College for the 19___ - 19___ college year, upon the following terms and conditions:

It is agreed that said employee shall return this contract, duly executed, to the President of the Independence Community College within fifteen (15) days of the date of the issuance of the same by said Board of Trustees. In the event this contract is not executed and returned to said President within fifteen (15) days of the date of issuance, then, and in that event, this contract shall be null and void. If an employee is going to be away from his/her regular mailing address, he/she should notify the Office of the President in writing and make other suitable arrangements.

Said employee shall be paid the following amounts:

$______________ for Duties during regular contract period

$______________ for ____

$______________ for ____

$______________ for ____

$______________ Total

The total amount of said salary and additional compensation, if any, shall be paid in twelve (12) equal monthly installments, the first payment of which shall be made to said employee on the ______ day of __________________, 19____, with a payment in an equal amount to be made to said employee on the 24th day of each calendar month thereafter until said salary and additional compensation, if any, have been fully paid.

If, for any reason, the employment of said employee is terminated before the end of the school year, the yearly salary and additional compensation, if any additional compensation is due, shall be prorated in accordance to the duties performed.

This contract is subject to all of the terms and provisions of the Statutes of the State of Kansas, the Rules and Regulations of the Kansas State Board of Education, and the Rules and Regulations of the Board of Trustees of the Independence Community College.

This contract and all related terms and conditions of employment as established in accordance with K.S.A. 72-5413 thru 72-5425, shall bind each of the parties, their heirs, executors, administrators and assigns.

THE BOARD OF TRUSTEES
INDEPENDENCE COMMUNITY COLLEGE

By ______________________________
President

Attest:

____
Employee

____

EXHIBIT D

IN WITNESS WHEREOF, the parties have executed these agreements this 10th day of June, 1986.

BOARD OF TRUSTEES:

Carolyn Cotterill 6/10/86
Chairman, Carolyn Cotterill

Charles L. Empson
Negotiator, Charles Empson

Negotiator, Ray Rothgeb

FACULTY ASSOCIATION:

Michael H Clark
President, Mike Clark

Betty Boyd
Negotiator, Betty Boyd

Negotiator, Leo Carvalho

Michael H Clark for
Negotiator, Duane Moses

AGREEMENT

between

The Johnson County
Community College
Board of Trustees

and

The Johnson County
Community College
Faculty Association

July 1, 1986 - June 30, 1988

187

AGREEMENT

BETWEEN

THE JOHNSON COUNTY COMMUNITY COLLEGE
BOARD OF TRUSTEES

AND

THE JOHNSON COUNTY COMMUNITY COLLEGE
FACULTY ASSOCIATION

JULY 1, 1986 - JUNE 30, 1988

TABLE OF CONTENTS

		Page No.
I.	PREAMBLE	1
II.	RECOGNITION	2
III.	MANAGEMENT RIGHTS	3
IV.	ASSOCIATION RIGHTS	5
V.	GRIEVANCE PROCEDURE	8
VI.	PERSONNEL FILES	12
VII.	COPYRIGHTS AND PATENTS	14
VIII.	REDUCTION IN FORCE	18
IX.	WORKLOAD	20
X.	LEAVES	23
XI.	SALARIES	33
XII.	DISTINGUISHED SERVICE	41
XIII.	BENEFITS	44
XIV.	RETIREMENT	46
XV.	CALENDAR	47
XVI.	SEVERABILITY AND SAVINGS	48
XVII.	CLOSURE	49
XVIII.	DURATION	50
ADDENDUM 1 (Positions in the Bargaining Unit)		53
APPENDIX A.1 (Instructional Salary Schedules)		61
APPENDIX A.2 (Instructional Salary Schedules)		65
APPENDIX B (Guidelines for Initial Salary Determination For Bargaining Unit Members Hired During 1986-1987)		69
APPENDIX C (Instructional Aides Wage Schedule)		73
APPENDIX D (Specialists Salary Schedule)		77
APPENDIX E (Instructional Aides and Specialists Wages and Salaries)		81

I. PREAMBLE

This Agreement is made and entered into this 18th day of June, 1986, by and between the Johnson County Community College Board of Trustees, hereinafter called the "Board," and the Johnson County Community College Faculty Association, hereinafter called the "Association." The Association is affiliated with the Kansas National Education Association (K-NEA) and the National Education Association (NEA), which groups are not a party to this Agreement.

II. RECOGNITION

1. The Board of Trustees of the Johnson County Community College recognizes the Association as the exclusive representative as that term is used in K.S.A. 72-5413 et seq. of those regular, full-time employees of the College duly appointed to fill the positions set forth in Addendum 1, except as otherwise provided in Section 2 below. Any addition to the list of full-time employees whose job title is Instructor, Instructor/Coordinator, Counselor, Librarian, Specialist, Career Planning and Placement Advisor, or TV Producer/Director and which is a full-time, regular position shall be in the unit. All full-time, classified employees shall be excluded except for the positions of Instructional Aide (Life Science), Instructional Aide (Physical Science), Instructional Aide (Fine Arts), and Instructional Aide (Commercial Art).

2. An employee holding a temporary appointment to a position set forth on Addendum 1 shall not be included in the bargaining unit. An employee holding a regular appointment to a position set forth on Addendum 1 who is temporarily assigned for a period of less than one academic year to a position not in the bargaining unit shall remain in the bargaining unit.

III. MANAGEMENT RIGHTS

1. The Board of Trustees on its own behalf and on behalf of the electors of Johnson County, hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and constitution of the State of Kansas and of the United States, including but without limiting the generality of the foregoing, the right:

   A. to maintain executive management and administrative control of the College and its properties and facilities and the professional activities of its employees as related to the conduct of the College affairs, except as set forth in this Agreement;

   B. to hire all employees and determine their initial rate of pay subject to the provisions of law, to determine their qualifications and the conditions of their continued employment or their dismissal or demotion, and to promote and transfer all such employees;

   C. to establish grading policies and courses of instruction, including special programs, and to provide for athletic, recreational, and social events for students, all as deemed necessary or advisable by the Board;

   D. to decide upon the means and methods of instruction, and the duties, responsibilities, and assignments of instructors and other employees with respect thereto, and with respect to administrative and nonteaching activities, and the terms and conditions of employment, except as set forth in this Agreement; and

   E. to determine class schedules, nonclassroom assignments, the hours of instruction, and the duties, responsibilities, and assignments of faculty members.

2. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations, and procedures in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and expressed terms of this Agreement and then only to the extent such specific and expressed terms hereof are in conformance with the constitution and laws of the State of Kansas and the constitution and laws of the United States.

3. No action, statement, agreement, settlement, or representation made by any member of the bargaining unit shall impose any obligation or duty to be considered to be authorized by or binding upon the Board unless and until the Board has agreed thereto in writing.

4. Nothing contained within this Article shall diminish, negate, or abrogate any article or provision of this Master Agreement.

IV. ASSOCIATION RIGHTS

1. The Association and its duly authorized campus representatives may use College equipment and building facilities at reasonable times when the equipment and building facilities are not otherwise in use and when regular College procedures for using such equipment and building facilities have been followed. The use of reproduction equipment shall be limited to the machine on the second floor of the GEB Building and in the CSB Building, and copying done on these machines shall be done by operators designated by the College. The Association shall pay $.03 per copy. This use of College equipment shall exclude the College's data processing equipment, except for only those microcomputers specifically designated by the College.

2. The Association may post material concerning Association activities on designated bulletin boards in each division office and in the Staff Lounge. No information shall be posted on campus except in these designated spaces. The posted material shall clearly state that it is posted by the Association, and the Association is solely responsible for its contents and all liability regarding such posting and publication thereof.

3. The Association's duly authorized campus representatives shall have the right to reasonable use of the College's internal mail distribution system for Association communications. In addition, these representatives may be provided access to all unit members' mail boxes for distribution of Association communications.

4. Elected representatives of the Association and individual members of the Association shall have the privilege of addressing the Board at that time in the Board's regular and special Board meetings provided for Petitions and Communications on subjects of the Association's or employee's choice, provided that all matters of professional negotiations will be exclusively limited to the bargaining table and any and all complaints by members of the bargaining unit or the Association concerning this Agreement, any interpretation thereof, or misapplication thereof, shall be the subject matter of a grievance and shall not be the subject matter of a petition or communication under the agenda item of Petitions and Communications to the Board. The Association or individuals wishing to address the Board as herein noted shall have provided prior notice to the President of the College concerning the subject matter of the petition or communication so as to allow the inclusion of an agenda item under Petitions and Communications in the Board agenda prepared prior to a meeting of the Board. Upon request, the President of the College will consider such requests to waive the requirement that prior notice be given in sufficient time to be included as a published agenda item.

5. A copy of the Board agenda will be made available to the President of the Association when it is distributed to adminstrative staff.

6. Current, nonconfidential home addresses and phone numbers of all bargaining unit members shall be made available to the President of the Association or his/her designee upon request, within ten (10) working days from the date of such request. Public documents concerning the operation of the College shall be made available to the President of the Association, upon request.

7. The College agrees to deduct dues for membership in the Association from the salaries of members of the bargaining unit upon the following conditions.

   A. A member of the unit desiring to have such dues withheld from his/her paycheck must complete a payroll authorization deduction form provided by the College and sign and file same with the College Business Office on or before September 1, November 15, or February 15 of each year. Deductions will be made beginning on the first paycheck after the following September 15, December 1, or March 1 on forms received on or before September 1, November 15, or February 15. No deduction will be made on forms filed after such dates.

   B. The Association shall, on or before June 15, certify in writing, signed by the President of the Association and filed with the College Business Office, the gross amount of dues for the ensuing year (July 1 to June 30) for a member of the bargaining unit; such gross amount being an annual sum in an equal amount for each member of the bargaining unit. The gross amount to be withheld for a member may not be changed until July 1 of the next year.

   C. The College shall deduct such annual dues from each paycheck in an equal amount; said equal amount being the annual dues divided by the number of paychecks to be received by the member of the unit during the deduction period established by the College.

   D. The total of all withholdings will be remitted to the Treasurer of the Association by the College Business Office within fifteen (15) working days from each regular pay period for which deductions are made.

   E. The Association agrees to save the College harmless and indemnify the College from all loss, including reasonable attorney's fees, from any and all actions or claims growing from or arising because of these deductions, including specifically any claim by any member or members of the bargaining unit or anyone with privity to such member or members. The Association shall have full responsibility for the funds so withheld and remitted to the Association, and the College in no way shall be responsible to the Association or any member or members of the bargaining unit concerning any use or expenditure thereof by the Association.

F. If a member of the unit has no earnings due or an amount is due for any pay period after all other required or authorized withholdings in an amount less than the Association dues to be withheld for such period, no deduction for such pay period will be made by the College for such member. No catch-up withholdings will be made in subsequent pay periods.

G. Each bargaining unit member's payroll deduction authorization on file with the Business Office as of June 30, 1986, shall remain in effect during the life of this Master Agreement unless revoked in writing by the bargaining unit member. The member may revoke this authorization by written notice received by the College Business Office; but once revoked, the authorization may not be renewed until the following September 1, November 15, or February 15.

8. Nothing contained within this Article shall diminish, negate, or abrogate the reservations made and contained in the Management Rights provisions of this Master Agreement.

V. GRIEVANCE PROCEDURE

1. Definitions

A. A "grievance" shall be defined as an allegation by an individual that he/she has been adversely affected by a violation or misinterpretation of the specific provisions of his/her individual employment contract or the Master Agreement, or as an allegation by the Association that it has been adversely affected by a violation or misinterpretation of the specific provisions of the Association Rights Article of this Master Agreement.

B. A "working day" is a day in which the administrative offices of the College are open for normal business.

C. The "immediate supervisor" is the supervisor having immediate jurisdiction over the grievant, or the administrator designated by the College to adjust the grievance.

D. A "grievant" is an individual member of the bargaining unit who is seeking redress of an alleged grievance, or the Association when seeking redress of an alleged grievance as defined and limited by 1A above.

2. Procedures

Grievance shall be processed as follows:

Step 1 (informal). A personal grievance shall be raised by the grievant requesting an informal conference with the grievant's immediate supervisor, as soon as possible but no more than ten (10) working days after it arises. The immediate supervisor shall listen to and consider the allegation and may take appropriate steps to address it. If the grievant is dissatisfied with the results of this conference, he/she shall, within eight (8) working days of the conference, so inform the immediate supervisor of this dissatisfaction and file a written grievance on College prepared forms with the contract administrator designated by the College. Receipt of the completed form by the contract administrator within eight (8) working days of the conference with the immediate supervisor shall constitute fulfillment of the requirements of Step 1 and shall constitute a request for Step 2.

Step 2. Upon receipt of the completed grievance complaint form, the appropriate Dean shall arrange for an interview of the grievant by him/her or his/her designee to be held within eight (8) working days of the filing of the grievance complaint form. At the interview, the grievant will present the complaint in writing. The Dean may take appropriate steps to address the problem if any is found by the Dean to exist and the complaint is justified; or, if the Dean finds that the grievance is unfounded or unwarranted, the Dean shall so inform the bargaining unit member in writing. The Dean's decision shall be made in writing to the grievant within eight (8) working days after the interview by the Dean or his/her designee's meeting with the bargaining unit member.

Step 3. The grievant may appeal the decision of the Dean to the Vice President for Academic Affairs if the grievant determines that the grievance has not been appropriately resolved. The appeal must be made in writing within eight (8) working days of the Dean's response. Upon receipt of the completed grievance complaint form, the Vice President shall arrange for an interview of the grievant by him/her or his/her designee to be held within eight (8) working days of the filing of the grievance complaint form. At the interview, the grievant will present the complaint in writing. The Vice President may take appropriate steps to address the problem if any is found by the Vice President to exist and the complaint is justified; or, if the Vice President finds that the grievance is unfounded or unwarranted, the Vice President shall so inform the bargaining unit member in writing. The Vice President's decision shall be made in writing to the grievant within eight (8) working days after the interview by the Vice President of Academic Affairs or his/her designee's meeting with the bargaining unit member.

Step 4. The grievant may appeal the decision of the Vice President to the President if the grievant determines that the grievance has not been appropriately resolved. The appeal must be made in writing within eight (8) working days of the Vice President's response. The President will make a written response to the grievant within eight (8) working days of receipt of the appeal.

Step 5. If the grievant determines that the President's response to the appeal is not satisfactory, the grievant may appeal in writing to the Board of Trustees within eight (8) working days of receipt of the President's response. Such appeal shall be communicated to the Board through its secretary. The Board, at its sole discretion, may elect to review or not to review the grievance. If it elects to review the grievance, it may, in its discretion, review same solely on the basis of the record of the prior proceedings of the grievance or it may call the case before the Board for a full or partial hearing, in which event the grievant shall appear at said hearing and respond to any questions the Board may have in the matter. The Board will notify the grievant of its intention regarding review of the grievance within eight (8) working days after the regularly scheduled Board meeting or after a special meeting called for the purpose of considering the request, following the receipt of the appeal to the Board. The decision of the Board of Trustees in all matters relating to the grievance shall constitute completion of the grievance procedure. The Board will notify the grievant of its decision within thirty (30) calendar days of its hearing or review of the appeal. The Board and grievant may, at their individual discretion and expense, have the right to legal counsel.

3. In the case where an alleged grievance is based upon an action of a Dean, or a Vice President, or the designee of one of these individuals, the grievance procedure shall commence at that level and then proceed through the subsequent steps.

4. Except for the notice provisions and all procedures set forth in this Article, strict rules of evidence and requirements of substantive and procedural due process will not apply.

5. The presence of a duly authorized representative of the Faculty Association, as specifically authorized by the grieving bargaining unit member, shall be permitted at Step 2, Step 3, Step 4, and Step 5 of the grievance process outlined in Section 2 of this Article. The Association shall be advised of the results of a grievance taken in Step 2, Step 3, Step 4, and Step 5 unless the bargaining unit member specifically requests confidentiality.

6. Failure by the grievant to process a grievance shall constitute determination of the grievance at the last step to which the grievance was taken.

7. In the absence of a written reply herein being given to the grievant within the time specified, the grievance is considered to be denied and the grievant may submit the grievance to the next level.

8. In an effort to expedite the grievance process, the number of days specified for action in the grievance procedure should be considered a maximum. The time limits specified in Steps 2 through 5 may, however, be extended by the mutual written agreement of the grievant and the representative of the College at each step. Such mutual agreement, however, shall not serve to extend a prescribed time limit by more than a factor of two.

9. All grievances filed shall:

   A. be filed on College supplied forms;

   B. be signed by the grievant;

   C. be specific;

   D. contain a synopsis of the facts giving rise to the grievance;

   E. cite the article, section, and page number of that portion of the Agreement allegedly violated;

   F. contain date of alleged violation; and

   G. specify relief requested.

   If the grievance as filed is not in conformance with these requirements, then the College reserves the right to reject the grievance, and such rejection shall not extend the time limitations herein set forth.

10. All formal communications, notices, and papers related to this grievance procedure shall be in writing and served in person or by United States mail.

11. Nothing in this grievance procedure shall preclude the grievant from pursuing available legal processes to review the merits of the grievance after exhaustion of the grievance procedure described herein.

VI. PERSONNEL FILES

1. The official personnel records of each member of the bargaining unit shall be kept in a secured file by the College Human Resource Office. Other working files may be kept by staff and administration or the Board, but no punitive action or action related to compensation or job status shall be taken based on material other than that contained in the official personnel file and that includes the signature of the initiator and is dated. Such actions may be taken, however, by the College upon material included in the file of a member of the bargaining unit prior to any written response under Section 5 and any appeals to the Vice President for Academic Affairs under Sections 6 and 7 of this Article.

2. Upon appropriate request, a member of the bargaining unit shall have access to his/her personnel file, except for confidential documents to which access is privileged such as credentials, peer evaluations, or letters of recommendation. Such access shall be granted by the end of the next working day after such request is received.

3. Upon appropriate request, access to official files may be given to College administrative and supervisory staff with a right and need for information contained therein to discharge their official duties. Additionally, such access may be granted to external agencies with appropriate legal authorization. The access log shall be part of the personnel file and shall not be considered confidential.

4. Upon appropriate request approved in writing by the member whose file the Association seeks to have access to, a duly authorized representative of the Association shall have access to the official file of a member of the bargaining unit, except for confidential documents such as credentials, peer evaluations, or letters of recommendation. A request by a representative of the Association shall be considered appropriate if it is submitted on a form prepared by the College Human Resource Office. This form shall include the name(s) of the duly authorized representative(s), a description of the nature of materials to be made accessible, the dated signature of the bargaining unit member authorizing access, and the period of time for which the authorization for access is granted. Access shall be granted by the end of the next working day after an appropriate request is received.

5. A member of the bargaining unit may file a written response to an item included in his/her personnel file. Such response shall be included in the file.

6. A member of the bargaining unit may request the Human Resource Office to include relevant materials in his/her official file. In the event the request to include materials is refused, the refusal is appealable directly to the Vice President for Academic Affairs, and the request and written notification to the employee shall be included in the official file.

7. A member of the bargaining unit may request in writing to the Human Resource Office that materials be removed from his/her file. If the request is not honored, the member shall be so notified in writing. In the event the request for removal is refused, the refusal is appealable directly to the Vice President for Academic Affairs, and the request and written notification to the employee shall be included in the official file.

8. Grievance records shall be filed in the official personnel file and shall be treated as confidential with privileged access. Grievance records shall be sealed and access shall be granted only upon the written authorization of the Director of Human Resources, Vice President for Academic Affairs, or President or his/her designee. Upon appropriate request, the member of the bargaining unit shall have access to his/her grievance records. Upon appropriate request, as defined in Section 4 of this Article, a duly authorized representative of the Association shall have access to grievance records. Such access by the bargaining unit member or the duly authorized representative will be granted by the end of the next working day after appropriate request is received.

9. The Human Resource Office may require certified transcripts for any course and degree work claimed as a basis for setting compensation or determining qualifications for inclusion in the official file as a condition for employment or release of compensation.

10. Materials placed in a unit member's file shall not be removed for two (2) years after placement without the knowledge of the member.

VII. COPYRIGHTS AND PATENTS

1. Purpose

This Article is intended to protect the interests of a member of the bargaining unit whose originality may yield monetary rewards while at the same time protecting the interests of the College and the community it represents.

2. Definition of Terms

As used in this Section, the following terms have the meaning indicated:

A. "Inventions" means all devices, discoveries, processes, methods, uses, products, or combinations, whether or not patented or patentable at any time under the Federal Patent Act as now existing or hereafter amended or supplemented.

B. "Written materials" means all instructional, literary, art, dramatic, and musical materials or works, computer programs, and all other materials, published or unpublished, whether or not copyrighted or copyrightable.

C. "Recorded materials" means all sound, visual, audiovisual, films or tapes, videotapes, kinescopes, or other recordings or transcriptions, published or unpublished, whether or not copyrighted or copyrightable.

D. "Materials" means written materials and recorded materials.

E. "College support" means release time, grant money, equipment, material, that which is developed as part of the bargaining unit member's course of duties, or other nonincidental financial or material assistance. The significance of College assistance will be determined by a Copyright and Patent Committee subject to review by the College President or his/her designee and the Board of Trustees.

F. "Net proceeds" means gross receipts therefrom (including rents, royalties, dividends, earnings, gains, and other sale proceeds) less all costs, expenses, and losses paid or incurred by Johnson County Community College in connection therewith (including all direct costs and expenses, indirect costs and expenses, as allocated and determined by the College and the costs and expenses of obtaining and securing patents or copyrights and all attorney's fees).

G. "Commissioned" means specific projects, works, or products contracted for by the College with an individual or group of individuals for a time specified in the commission contract.

3. Inquiry to the Copyrights and Patents Committee

To ascertain whether any inventions or materials members of the bargaining unit are planning to prepare, preparing, or have prepared, will be considered College supported, as set forth in this policy, a bargaining unit member initiates an inquiry to the College Committee on Copyrights and Patents, hereafter called the "Committee" to which inquiry the Committee will respond. The Committee shall be appointed by the President and shall consist of five members: two administrators, two bargaining unit members, and one member selected from the Directors of the Johnson County Community College Foundation. An administrator shall serve as chairman of the Committee and shall moderate at all meetings and shall keep a record of the meetings of the Committee and its decisions.

The burden of responsibility for seeking agreement concerning the ownership of all inventions and materials developed by a bargaining unit member shall be on the bargaining unit member.

4. Ownership and Equity

The following shall be used as a guideline in determining the ownership, use, and distribution of proceeds from inventions and materials as defined in Section 2 above.

A. The Johnson County Community College recognizes that ownership and proceeds resulting from materials and inventions when not commissioned by the College, and the preparation of which were not supported or assisted in any nonincidental way by the College, belong to those who created such materials and inventions.

B. The College further recognizes that materials and inventions may be produced by a bargaining unit member under College support as part of a member's course of duties, release time, grant money, equipment, or other material or financial assistance.

C. The legal title to all materials and inventions as defined in Section 2 above shall be held by Johnson County Community College when developed through College support or when commissioned, subject to the provisions of sections 4D and 5 of this Article; provided, however, materials and inventions produced under grants from the federal government or other agency, public or private, shall be subject to the conditions of the contract or grant with respect to ownership, distribution and use, and other residual rights, including net proceeds; and provided further, ownership to written materials generated as a result of individual initiative, and not as a specific College assignment, and where only incidental use of College facilities or resources are employed should normally reside with the author.

Where feasible, formal statutory copyrights shall be obtained for materials in the name of Johnson County Community College. In the case of patents, all applications shall be accompanied by appropriate assignments to assure ownership in the community college.

D. If a bargaining unit member requests in writing that the College produce or have produced inventions or materials developed by the bargaining unit member with College support and approval and the College declines to produce or have produced these inventions or materials, the College may transfer its right to the bargaining unit member so that the bargaining unit member may produce or have produced these inventions and materials for sale without reference to the College's name.

5. Distribution of Proceeds

A. Net proceeds resulting from inventions and materials shall, as between the Johnson County Community College and the bargaining unit member involved, be divided as follows:

i. Twenty-five percent of all net proceeds from the sale or licensing of College supported written materials will go to the College and 75 percent will be retained by the originating bargaining unit member.

ii. Seventy-five percent of all net proceeds resulting from the sale or licensing of College supported recorded materials and inventions will go to the College and 25 percent will be retained by the originating bargaining unit member.

B. When the College commissions the development work, the College shall have all rights to the proceeds in inventions and materials, except as otherwise specified in writing in the commission contract.

6. Inventions and Materials Developed by Consulting Work Inventions and materials made or developed solely in the course of consulting work performed by a bargaining unit member for outside organizations, for which written approval of the President of the College or his/her designee has been obtained, shall not be considered as having been College supported or College commissioned; and all rights to such inventions and materials, other than those involving the nonincidental use of College funds or facilities, shall remain with the individual unless otherwise provided in the President's approval.

7. College Use of Income from Copyright and Invention Proceeds

   The College share of income derived from proceeds in any materials and inventions will be used at the discretion of the Board of Trustees.

8. Releases

   The bargaining unit member shall be responsible for obtaining appropriate written releases from individuals indentifiable in, or in some manner requested to participate in the creation of College supported materials. Written statements shall also be obtained from appropriate College personnel indicating that to the best of his/her knowledge, any of the materials developed do not infringe on existing copyrights, or other legal rights.

9. Transfer of rights

   The College may at its descretion, assign, transfer, lease, or sell all or part of its legal rights in inventions and materials.

10. Net proceeds derived from the sale of all inventions and materials developed after June 30, 1984, by a member of the bargaining unit to Johnson County Community College students, where purchase by students is required, shall be donated to the Johnson County Community College Foundation.

VIII. REDUCTION IN FORCE

1. The College has the sole discretion to establish, add, delete, or change its employment needs including specifically all positions included within the bargaining unit. Provided, however, any wholesale or massive changing of positions by the College, the sole purpose of which is to reduce or change positions within the bargaining unit, is not authorized under this Section.

2. In the event that a reduction in force becomes necessary, in the sole discretion of the College, members of the unit whose positions are eliminated will be considered for transfer to similar positions in the same or other divisions should there be vacancies at the time the reduction in force takes effect for which the person is qualified and can meet posted job requirements.

3. In the event a reduction in force becomes necessary, members of the bargaining unit in a given discipline area will be reduced on the basis of their qualifications and seniority.

   A. "Seniority" shall be weighted at 40%; and "qualifications" shall be weighted at 60% and shall be determined one third on the basis of degrees related to the position being eliminated and credit hours related to the position being eliminated, one third on the basis of previous experience related to the position being eliminated, and one third on the basis of evaluations.

   B. "Seniority" shall be defined as continuous, full-time, uninterrupted employment at the College after completion of an initial probationary period.

   C. Members of the bargaining unit who are on probation would be released before the reduction in force policy would be applied to members not on probation.

   D. Evaluations will include administrative, student, and self evaluations.

   E. Relatedness of degrees and credit hours to the position being eliminated and relatedness of previous experience to the position being eliminated shall be determined by the branch administrator at the time the reduction in force policy is to be applied in the same manner as that used for determination of qualifications for initial placement on the salary schedule as outlined in Article XI, Salaries.

4. Provisions for recall are outlined below.

   A. A nonprobationary member of the bargaining unit who has been laid off according to Section 3 of this Article from a bargaining unit position will, as provided in Paragraph E of this Section, be offered recall to the specific bargaining unit position from which he/she was laid off if that specific position becomes available.

   B. A nonprobationary member of the bargaining unit laid off according to Section 3 of this Article from a bargaining unit position will, as provided in Paragraph E of this Section, be offered recall to a bargaining unit position with the same job responsibilities and duties from which he/she was laid off and for which he/she is qualified and can meet all posted job requirements, if such a position becomes available.

   C. In the case that more than one nonprobationary members of the bargaining unit are laid off from identical bargaining unit positions at the same time, members will, as provided in Paragraph E of this Section, be offered recall in an order determined by the College using the criteria outlined in Section 3 of this Article to comparable bargaining unit positions with the same job responsibilities and duties from which they were laid off and for which he/she is qualified and can meet all posted job requirements, if such a position becomes available.

   D. Nonprobationary members of the bargaining unit who are laid off according to the provisions of Section 3 of this Article will, as provided in Paragraph E of this Section, be given first preference in reverse order of layoff for vacancies in other bargaining unit positions for which they are qualified and can meet all posted job requirements.

   E. The offer for recall by the College and the acceptance of the offer by the bargaining unit member must be made within twenty-two (22) months from the date the bargaining unit member was laid off. The effective date for the bargaining unit member to return to the position offered by the College may be up to twenty-four (24) months from the date the bargaining unit member was laid off.

   F. The College President or his/her designee may grant exceptions to the provisions of Section 4 of this Article if determined to be in the best interest of the College.

IX. WORKLOAD

1. All members of the bargaining unit will normally be expected to work a forty- (40) hour week

2. All members of the bargaining unit whose primary responsibility is classroom instruction will normally be assigned 15 load-hours per semester or 30 load-hours per academic year.

3. Load-hours will be determined by assigning the following factors for each weekly contact hour in the specified instructional formats:

A.	General Lecture/Discussion/Demonstration	1.00
B.	Integrated Lecture/Laboratory and Integrated Lecture/Studio	.75
C.	Alternative Delivery	.50-1.25
D.	Instructional Laboratory/Studio	.60
E.	Open Laboratory/Studio	.50
F.	Activity	.50

The following definitions shall be used in determining instructional workload assignments:

A. General Lecture/Discussion/Demonstration--formal presentation of material by instructor, traditional classroom lecture, or lecture/demonstration. The instructor must be continuously engaged and not simply passive or present for assistance if called upon.

B. Integrated Lecture/Laboratory and Integrated Lecture/Studio--no distinction made to separate lecture and laboratory/studio. The instructor must be continuously engaged and not simply passive or present for assistance if called upon. Instructor plans and supervises/directs student work.

C. Alternative Delivery--prepared, self-paced courses; instructor is a facilitator.

D. Instructional Laboratory/Studio--separate laboratory/studio necessary to complete the course. The instructor plans and supervises/directs student work. The instructor must be continuously engaged and not simply passive or present for assistance if called upon.

E. Open Laboratory/Studio--students perform tasks as largely self-directed activity. The instructor is present, monitors student activity, and provides individual instruction/assistance.

F. Activity--students practice explained tasks with overall instructor supervision.

G. Contact Hour--the actual in-class time per week.

4. The president or his/her designee may approve load-hour factors higher than those listed in Section 3 to account for other instructional variables that require extraordinary effort of the bargaining unit member.

5. Directed study (independent study or courses offered by arrangement) with fewer than 10 students will not be considered part of the instructional load but will be compensated on a fixed rate per student credit hour (1986-88 rate = $22 per student credit hour).

6. The President or his/her designee may approve a reduced credit hour load in any semester so as to prevent the student contact hour load from exceeding 24 contact hours per semester.

7. The president or his/her designee may approve a lighter or heavier than average load in a given semester if, in the subsequent semester of the same academic year, it is mutually agreed to adjust the load in an opposite compensating direction.

8. If an instructor's total number of load hours falls between 14.5-15.5 per semester or 29.0-31.0 per academic year, such load may be considered equivalent to the norm specified in Section 2 of this Article.

9. The President or his/her designee may grant credit toward the regular teaching load for special assignments which he/she deems to be in the best interest of the College.

10. The President or his/her designee may grant exceptions to the above workload formulae.

11. All full-time instructional staff will maintain a minimum of five (5) conference hours on campus per week at a time convenient to students, or additional conference hours as required to meet their professional responsibilities to students.

12. Teaching assignments in excess of the normal workload assignments as defined herein will be treated as overload. Overload assignments in excess of one class (maximum of five load-hours) will require approval by the President or his/her designee.

13. Instructors and/or Instructor/Coordinators will not be required to act as direct enrolling personnel of the Admissions Office. This is not to state that Instructors and/or Instructor/Coordinators will be excused from providing information as required by the Admissions Office from time-to-time or performing record keeping as from time-to-time determined necessary by the College.

14. Instructors whose teaching assignments require in excess of three instructional preparations in a semester will be compensated at the rate of $500 for each preparation in excess of three (3). Any fraction of a preparation will normally be compensated at a prorated rate.

X. LEAVES

1. Vacation Leave

A. Full-time members of the bargaining unit who are paid on the basis of hours worked shall accrue vacation time as follows: eight (8) straight-time hours per month worked for the first sixty (60) months worked; ten (10) straight-time hours per month worked for the sixty-first (61) through the eighty-fourth (84) month worked; and twelve (12) straight-time hours worked per month worked thereafter.

B. Full-time members of the bargaining unit who are paid on a salaried basis and are employed on a twelve- (12) month contract shall accrue one and one-half (1.5) days per month worked. Members of the bargaining unit who are employed on a nine- (9) or ten- (10) month salaried contractual basis shall not earn or accrue vacation leave.

C. Vacation shall be accrued on a monthly basis. In determining the accrual of vacation time, the fifteenth (15) day of the month shall be considered the vesting date. An employee beginning on or before the fifteenth (15) day of the month will be granted accrual for that month; and an employee beginning after the fifteenth (15) will not. An employee separating on or after the fifteenth (15) day of the month will be granted accrual for that month; and an employee separating before the fifteenth (15) will not.

D. Eligible members of the bargaining unit may accrue up to thirty-six (36) vacation days of eight (8) hour working days.

E. Vacation time must be scheduled with the approval of appropriate supervisor according to procedures established by the College and maintained through the Human Resource Office. Vacation may not be taken in advance of accrual.

F. Vacation days presently accrued by members of the bargaining unit at the time this agreement is signed shall be valued at the rate of pay when earned and the value of the day so earned shall not change. Use of leave will be on a first-in, first-out basis. A faculty member who has accrued vacation days may draw upon them in the event accruals earned after the signing of this agreement shall be insufficient to meet approved requested vacation leave.

G. A separating member of the bargaining unit will be paid for unused vacation time which has been accrued up to but not exceeding the accrual limit. Such compensation shall be in one settlement and shall be paid less the following:

i. All local, state, and federal withholding requirements;

ii. Overpayment of salary or benefits;

iii. Theft losses attributed to separating person; and

iv. Failure of separating person to return College property in his or her custody or possession.

2. Holidays

A. The College will observe no less than ten (10) fixed eight-hour holidays per fiscal year beginning July 1 and ending June 30.

B. Full-time members of the bargaining unit will not normally be expected to work on fixed holidays.

C. Only a full-time member of the bargaining unit paid on the basis of hours worked or employed on a twelve- (12) month contract shall receive holiday pay at the regular straight-time rate to the extent he/she would have been regularly scheduled to work had the holiday not occurred, provided that said faculty employee works the scheduled shift immediately preceding and following this holiday. Other approved leaves, if occurring immediately before or after the holiday, shall be considered as time worked for the purpose of interpreting this policy.

D. In those cases when a member of the bargaining unit is required to work on a fixed holiday, the College shall either designate an alternate day as a paid holiday or pay the employee double time for the holiday time worked instead of granting time off at straight-time pay.

E. In addition to fixed holidays, each member of the bargaining unit who is employed on a twelve- (12) month contract or is paid on the basis of hours worked will be granted three (3) paid eight-hour floating holidays per year. The College may designate these floating holidays for any or all employees on a year-to-year basis. Members of the bargaining unit who are employed on a nine- (9) or ten- (10) month salaried or contractual basis shall not be granted floating holidays.

3. Personal Day

After six (6) months of employment, all members of the bargaining unit shall receive one (1) personal day of eight (8) hours each in each half of the regular contract work year, which day shall be taken as a full eight- (8) hour day and which may not be scheduled during the first week of any given semester or graduation day. These days must be scheduled with the immediate supervisor on forms provided by the College. Personal days are noncumulative and must be taken in the half of the regular contract work year in which each is granted. Separating employees shall not be reimbursed for personal days not taken.

4. Personal Illness/Sick Leave

   A. Sick leave may be taken only to the extent that it is actually accrued. Sick leave may be used only for personal illness/disability except where otherwise specifically provided elsewhere in this Agreement.

   B. A member of the bargaining unit may not use sick leave for any time for which a claim is made under College income protection program(s). A member of the bargaining unit shall not be compensated for unused, accrued sick leave.

   C. Each member of the bargaining unit shall receive one (1) sick day of eight (8) straight-time hours per month worked.

   D. A certificate from an employee's doctor may be requested, at the discretion of the principal administrator of the Human Resource Office, to verify an illness or to ensure that the employee has sufficiently recovered to return to work. The College reserves the right to designate and seek the advice of a doctor of its own choosing to verify the same. In the event that the College exercises this right, it shall pay for the designated consultation.

   E. Long-term leaves of absense due to illness, which shall be defined at 180 calendar days or more shall not be considered as service time, but shall not be considered a break in service as long as the person is on sick leave, disability pay, or a leave under any other section of this Agreement.

5. Bereavement or Critical Illness of Family Members

   A. In the case of death(s) in the "immediate family" of a member of the bargaining unit, up to five (5) days leave of eight (8) hours each per bereavement without loss of pay may be approved by the appropriate immediate supervisor.

B. An employee may be granted the privilege of using up to five (5) days per year of his/her sick leave for absence due to illness in his/her "immediate family" or attending funerals for those outside of the immediate family.

C. "Immediate family," for the purpose of this Section of this Article, will be interpreted to mean the spouse, child, father, father-in-law, mother, mother-in-law, grandparent, sister, brother, sister-in-law, brother-in-law, grandchild, daughter-in-law, son-in-law, or other person who occupies such position within the family, or a person living in the same household.

D. Leave, under this Section 5, is at the discretion of the President or his/her designee and does not accrue.

6. Childbirth Leave

A. A leave of absence shall be granted for maternity purposes. Such leave for childbirth shall be treated as a temporary disability. The employee may elect to utilize her accumulated sick leave during her period of disability. Sick leave will be paid only for the time period in which a physician certifies the employee to be disabled, and only to the extent of the number of days accrued. The employee shall also have the privilege of taking any accrued vacation leave.

B. Childbirth leave shall otherwise be without pay except to the extent provided by sick leave and/or vacation leave, and salary protection benefits.

C. Childbirth leave in excess of 180 calendar days shall not be considered as service time, but shall not be considered a break in service.

7. Child Rearing Leave

A. A member of the bargaining unit may be granted a child rearing leave of absence without pay to rear a newborn child or an adopted child under the age of three (3) years, not to exceed one (1) year. The granting of such is at the discretion of the President or his/her designee.

B. Such child rearing leave may be extended up to one (1) additional year at the discretion of the Board of Trustees, provided that written request is made for such extension at least sixty (60) days prior to the end of the initial leave period.

C. At the end of a child rearing leave of absence, the employee will be considered for return to employment at the College upon availability of a position. The work assigned may be either in the area he/she left or in a related area for which he/she is considered qualified by the College administration. Employment and the work assignment will be at College discretion.

D. In order to be eligible for consideration for a child rearing leave of absence, an employee who desires such leave shall notify his/her immediate supervisor in writing with a copy to the Human Resource Office as soon as he/she has knowledge of an intent to apply for a child rearing leave, but at least sixty (60) days before such leave is proposed.

E. A member of the bargaining unit who postpones or delays requesting a child rearing leave in order to first obtain sick leave benefits shall not be eligible for consideration of a child rearing leave of absence.

F. A child rearing leave of absence for teaching faculty shall end at the beginning of a fall or spring term or summer session. An approved child rearing leave of absence for a nonteaching member of the bargaining unit shall end at the date designated in the leave, provided 1) it ends within one calendar year from the date the leave commenced and 2) the said employee gives his/her immediate supervisor at lease sixty (60) days written notice in advance of his/her proposed return.

G. Absence on child rearing leave shall not be considered a break in service if less than one year but the period of the leave shall not be considered as service time at the College.

8. Jury Duty and Subpoena

A. A member of the bargaining unit who is summoned to court to perform jury duty, or who is subpoenaed to appear in matters in which he/she has no personal or pecuniary interest shall suffer no loss of salary/wages thereby, provided that the employee remits to the College any sums of money received in compensation in excess of what the College administration determines are reasonable expenses for such duty or attendance; and further provided that notice is given to the immediate supervisor of the dates of absence upon receipt of a summons or subpoena.

B. A subpoenaed member of the bargaining unit shall attempt to arrange the court appearance to interfere minimally with regularly assigned duties.

9. Military and National Service Leave

A. A member of the bargaining unit who leaves his/her position for extended compulsory active duty in the military service of the United States durig a state of war or national emergency, or for periods of required military training, shall be granted a military leave without pay for the duration of his/her commitment in accordance with the terms of applicable laws.

B. Reinstatement of Returning Veteran

i. Such employee shall be entitled to return to his/her original position or another position for which the College considers him/her qualified at the first available opportunity.

ii. A returning veteran will be reinstated at the same rate of pay he/she would have received had employment been uninterrupted. Military service shall not be considered a break in service and shall be counted toward seniority at the College. If an employee has not completed any required probationary period at the time of being called into active service, such employee shall be required to complete it upon return.

C. Extension of Military and National Service

The Board of Trustees reserves the right to deny extension of leave to those remaining in military service beyond the obligatory period.

10. Inclement Weather Days

A member of the bargaining unit who does not report for work due to inclement weather conditions will have the privilege of charging such leave of absence to a personal day or vacation leave, if such days have not been used previously. If used previously, the member not so reporting to duty will be reduced in pay for such day or days.

11. Extraordinary Leave

A. The President or his/her designee may grant a leave of absence with or without pay not to exceed ten (10) working days upon the request of a member of the bargaining unit.

B. Upon the request of a member of the bargaining unit, the President or his/her designee may recommend a leave of absence with or without pay, not to exceed one (1) year, for approval by the Board of Trustees. The terms and conditions of such leave shall be stated in writing.

12. Sabbatical Leave

A. Purpose

A sabbatical leave may be granted for any activity which, in the judgment of the Board, will contribute to personal and professional growth. It will be the responsibility of the staff member to demonstrate clearly how a particular work, study, or travel plan will accomplish this objective. The proposal will be set forth in writing on such forms as the administration shall from time-to-time determine.

B. Definition of Terms

i. A "salaried staff member" or "salaried staff employee" means an employee of the College who is paid on the basis of a nine- (9) or ten- (10) month contract or a full-time contract or is not paid on an hourly basis.

ii. "Six years of continuous full-time employment" as used in this Sabbatical Leave Policy means six (6) continuous years of employment by an eligible employee completing his/her nine- (9) month, ten- (10) month, or twelve- (12) month contract, without interruption, except as hereinafter defined or otherwise specified in the contract. To be eligible for consideration of a sabbatical leave, an employee must have completed the six- (6) year period as defined herein on or before the commencement of the requested sabbatical leave. An approved, uncompensated long-term leave (of more than one month) shall not be counted towards the six (6) years required for sabbatical leave eligibility.

C. Eligibility

i. The Board may grant sabbatical leave in their sole discretion to salaried staff members.

ii. During the sixth year of service, or any later year, a salaried staff member is entitled to apply for sabbatical leave.

iii. Sabbatical leave is noncumulative; as an example thereof, a salaried staff member who has twelve (12) uninterrupted continuous full-time years of employment with the College will not be entitled to two sabbatical leaves.

iv. A person who has received a sabbatical leave shall not be eligible to begin another sabbatical leave until he/she has completed six (6) years of continuous full-time service as herein defined.

D. Conditions

i. A plan for the period of the leave shall accompany the request for leave which shall be in writing and directed to the President for his/her consideration and that of the Board. Sabbatical leaves are granted at the regular salary for one-half the contract work year of the bargaining unit member less the number of earned vacation days during that period or one-half salary for the full contract work year of the bargaining unit member less the number of earned vacation days during that period. Any days in excess of the number of working days in a regular semester shall be specified in the approved sabbatical plan. Regular salary is defined as the salary being paid at the time the leave begins or salary that would have been received if the staff member were assigned regular duties at that timme. In the event the period covered by the sabbatical leave spans more than one fiscal year, a staff member will be eligible for consideration for any Board approved salary adjustments upon return from sabbatical.

ii. Life insurance, health and dental insurance, disability insurance, and tax sheltered annuities shall continue during the sabbatical leave on the basis of the regular base salary to the extent permitted by the applicable insurance carrier and as provided by the College for members of the bargaining unit; however, other benefits and all provisions of this Agreement relating to any other leave shall not apply.

iii. Failure to meet the terms and conditions imposed in the sabbatical leave will obligate the person to reimburse the College for salary and fringe benefits paid on the employee during the leave. Such reimbursement shall be made within thirty (30) days from notice of the President or his/her designee for repayment.

iv. A staff member receiving a sabbatical leave is required to return to Jonnson County Community College for a period of one contract year following the sabbatical leave. Failure to do so could mandate that the staff member reimburse the College for salary paid to the employee and fringe benefits paid on the employee's behalf.

v. A full written report by the employee on sabbatical leave regarding the use of the sabbatical leave is to be presented to the appropriate Dean for approval and President or his/her designee for approval. The date of said report to be as fixed and determined by the sabbatical leave conditions as they are individually set with each member.

vi. The staff member will take the leave the year it is granted. The College may, at its discretion, however, offer to grant the requested sabbatical at a time more convenient to the College.

vii. In those cases where a staff member applies for and receives a sabbatical leave and is employed for work approved by the College, the payment from College funds (even though entitled to sabbatical leave conditions or half salary) shall be no more than the difference between staff member's College salary and the salary received during the outside employment, provided, however, in the event the employee shall receive payment compensation from the outside employer in an amount the same as or more than his/her College contract, no salary will be paid by the College.

E. Number of Staff on Sababtical Leave

The number of salaried staff released each year for sabbatical leave will be annually determined by the President or his/her designee as approved by the Board.

XI. SALARIES

1. All members of the bargaining unit paid on the basis of the Instructional Salary Schedules, that is, all regular, full-time instructors, instructor/coordinators, counselors, librarians, the Career Planning and Placement Center Advisor, and the Special Services Program Specialist shall be paid on the basis of the schedules reflecting relevant education, the number of months employed during the College's fiscal year, and other criteria that might be determined by the College.

2. The base salary of those full-time members of the bargaining unit paid on the basis of the Instructional Salary Schedules whose beginning date of employment is on or after July 1, 1986, shall be determined by applying the criteria for placement within range set forth in Appendix B of this Agreement, except as limited by other provisions of this Article.

3. The job-related qualifications of any member of the bargaining unit hired on or after July 1, 1986, whose position qualifies for placement on the Instructional Salary Schedules will be considered by the President or his/her designee when determining the initial salary. The following guidelines will be considered when determining placement on the Instructional Salary Schedules.

   A. Ordinarily, a member of the bargaining unit paid on the basis of the Instructional Salary Schedules will not earn less than the minimum of the range for which he/she might qualify nor more than the maximum of the range for which he/she might qualify. An individual's salary may be outside the salary range for that individual's degree/contract length.

   B. A certified transcript showing the degree conferred must be supplied to the Human Resource Office by the bargaining unit member for the degree to be considered for salary determination purposes. As determined by the President or his/her designee, the degree must be relevant to the discipline area to which the member of the Instructional Salary Schedule is assigned and must be from an institution which is fully accredited by the regional accrediting association for the region in which the institution is located.

      i. The salary range designated "Bachelor's" requires a Bachelor's degree.

      ii. The salary range designated "Master's" requires a Master's degree. Also included is the S.T.L. degree.

iii. The salary range designated "Specialist" requires an Ed.S., D.D.S., J.D., or 30 graduate hours determined by the President or his/her designee as relevant to the teaching area.

iv. The salary range designated "Doctorate" requires a Ph.D., Ed.D., L.L.M., D.A., D.N.S., M.D.S., or D.B.A.

v. Individuals without at least a Bachelor's degree will be placed in the salary range for a Bachelor's degree, but will be subject to a minimum base salary that is $1,000 lower than the corresponding minimum for a Bachelor's degree.

C. The President or his/her designee may, in an unusual situation, as determined by the President or his/her designee, place an individual at a higher salary.

4. Effective July 1, 1986, each member of the bargaining unit paid in 1985-86 on the basis of the Instructional Salary Schedules will receive a base salary increase for 1986-87, determined as follows, except as limited by other provisions of this Article.

A. Add to the appropriate degree column base for the number of months contracted as specified in Appendix A.1, $100.00 and the product of multiplying the number of years of relevant experience calculated for bargaining unit members for 1985-86 plus one year, times the following appropriate factor:

9-month contract	$671
10-month contract	$746
12-month contract	$850

B. The base salary of all members of the bargaining unit paid on the basis of the Instructional Salary Schedules set forth in Appendix A.1 will be raised to the appropriate range minimum should his/her salary be found to be below that minimum except as limited by other provisions of this Article.

C. The base salary of a member of the bargaining unit paid on the basis of the Instructional Salary Schedules set forth in Appendix A.1 will be increased no more than 9.8% of his/her 1985-86 base salary.

D. The base salary of no member of the bargaining unit paid on the basis of the Instructional Salary Schedules set forth in

Appendix A.1 shall be increased less than 6.0% by application of the criteria set forth in Section 4.A. above, if such base salary falls within the appropraite range minimum and maximum.

E. The base salary of no member of the bargaining unit paid on the basis of the Instructional Salary Schedules set forth in Appendix A.1 shall be raised above the established maximum for the appropriate range, with the exception that all such individuals will receive an increase of no less than 5.0% of his/her 1985-86 base salary.

F. A bargaining unit member paid on the basis of the Instructional Salary Schedules and anticipating the completion of an advanced degree that might qualify him/her for consideration for placement on a higher salary range must send the President or his/her designee a written request at least six (6) months in advance of receipt of the degree for the degree to be considered for application toward a possible salary adjustment. Approval by the President or his/her designee will not be automatic, but will be based on an assessment of the relevance and value of the degree to the member's job assignment. A certified transcript for any such degree conferred must be supplied to the Human Resource Office by the unit member. The degree must be from an institution which is fully accredited by the regional accrediting association for the region in which the institution is located.

G. The College retains the right, among others, to review and adjust individual degree and experience qualifications claimed for salary purposes by members of the bargaining unit. Changes in placement to a higher salary range will only occur effective July 1 of the following fiscal year.

H. A member of the bargaining unit who is paid on the basis of the Instructional Salary Schedule will receive a one-time-only adjustment to his/her regular base salary for an advanced degree awarded during the life of this Agreement which qualifies him/her for placement on a higher salary range and subject to the provisions of Sections 4.F. and 4.G. above, as follows:

   a. Members of the bargaining unit will not receive a salary adjustment for completion of a degree that is a minimum requirement for the position they hold.

b. Members of the bargaining unit who are awarded a Master's degree (as defined in Section 3.B.ii. of this Article) will receive an adjustment of $1,000.00 to base salary.

c. Members of the bargaining unit who complete a Specialist degree (as defined in Section 3.B.iii of this Article) will receive an adjustment of $1,250.00 to base salary.

d. Members of the bargaining unit who complete a Doctorate degree (as defined in Section 3.B.iv. of this Article) will receive an adjustment of $1,500.00 to base salary.

5. Effective July 1, 1987, each member of the bargaining unit whose 1986-87 base salary was calculated using the salary determination model contained in Section 4 of this Article, or Appendix B for bargaining unit members hired during 1986-87, shall receive a salary increase calculated by adding the constant dollar amount, 9 month--$900, 10 month--$1,000, 12 month--$1,140, and 4.85% of the bargaining unit member's 1986-87 base salary subject to the following conditions:

A. The base salary of all members of the bargaining unit paid on the basis of the Instructional Salary Schedules set forth in Appendix A.2 will be raised to the appropriate range minimum should his/her salary be found to be below that minimum except as limited by other provisions of this Article.

B. The base salary of a member of the bargaining unit paid on the basis of the Instructional Salary Schedules set forth in Appendix A.2 will be increased no more than 9.4% of his/her 1986-87 base salary.

C. The base salary of no member of the bargaining unit paid on the basis of the Instructional Salary Schedules set forth in Appendix A.2 shall be raised above the established maximum for the appropriate range, with the exception that all such individuals will receive an increase of no less than 5.0% of his/her 1986-87 base salary.

D. A bargaining unit member paid on the basis of the Instructional Salary Schedules and anticipating the completion of an advanced degree that might qualify him/her for consideration for placement on a higher salary range must send the President or his/her designee a written request at least six (6) months in advance of receipt of the degree for the degree to be considered for application toward a possible salary adjustment. Approval by the President or his/her designee will not be automatic, but will be based on an assessment of the relevance and value of the degree to the member's job assignment. A certified transcript for any such degree conferred must be supplied to the Human Resource Office by the unit member. The degree must be from an institution which is fully accredited by the regional accrediting association for the region in which the institution is located.

E. The College retains the right, among others, to review and adjust individual degree and experience qualifications claimed for salary purposes by members of the bargaining unit. Changes in placement to a higher salary range will only occur effective July 1 of a fiscal year.

F. A member of the bargaining unit who is paid on the basis of the Instructional Salary Schedule will receive a one-time-only adjustment to his/her regular base salary for an advanced degree awarded during the life of this Agreement which qualifies him/her for placement on a higher salary range and subject to the provisions of Sections 5.D. and 5.E. above, as follows:

  a. Members of the bargaining unit will not receive a salary adjustment for completion of a degree that is a minimum requirement for the position they hold.

  b. Members of the bargaining unit who are awarded a Master's degree (as defined in Section 3.B.ii. of this Article) will receive an adjustment of $1,000.00 to base salary.

  c. Members of the bargaining unit who complete a Specialist degree (as defined in Section 3.B.iii of this Article) will receive an adjustment of $1,250.00 to base salary.

  d. Members of the bargaining unit who complete a Doctorate degree (as defined in Section 3.B.iv. of this Article) will receive an adjustment of $1,500.00 to base salary.

6. A person starting employment after the commencement of regular nine- (9), ten- (10), or twelve- (12) month contract periods shall be paid on a prorated basis, relecting the number of working days remaining in the fiscal year.

7. Members of the bargaining unit who teach credit courses as overload (not taught during the summer) in addition to their full-time, yearly contract will be paid per credit hour as follows:

First semester at JCCC	$300
Third semester at JCCC	$325
Seventh semester at JCCC and thereafter	$350

The President or his/her designee may determine an amount that is an exception to the above specified amount.

8. Members of the bargaining unit who teach credit courses during summer school in addition to their full-time, yearly contract will be paid per credit hour as follows:

	Bachelor	Master	Specialist	Doctorate
First semester at JCCC	$325	$350	$375	$400
Third semester at JCCC	$350	$375	$400	$425
Fifth semester at JCCC	$375	$400	$425	$450
Seventh semester at JCCC and thereafter	$400	$425	$450	$475

The President or his/her designee may determine an amount that is an exception to the above specified payment.

9. Bargaining unit Instructors and Instructor/Coordinators requested to substitute in the classroom shall be compensated at the rate of $20.00 per contact hour when substituting for other Instructors or Instructor/Coordinators. Such assignment shall be at the discretion of the College.

10. A member of the bargaining unit who is paid on the basis of the Specialists Salary Schedule, as specified in Appendix D, will receive a one-time-only adjustment to his/her regular base salary for an advanced degree awarded during the life of this Agreement, subject to the following provisions, with the exception that in no case shall the bargaining unit member's salary be adjusted above the appropriate maximum of the Specialists Salary Schedule at the time the adjustment is made.

    A. A bargaining unit member paid on the basis of the Specialists Salary Schedule and anticipating the completion of an advanced degree that might qualify him/her for consideration for salary adjustment must send the President or his/her designee a written request at least six (6) months in advance of receipt of the degree for the degree to be considered for application toward a possible salary adjustment. Approval by the President or his/her designee will not be automatic, but will be based on an assessment of the relevance and value of the degree to the member's job assignment. A certified transcript for any such degree conferred must be supplied to the Human Resource Office by the unit member. The degree must be from an institution which is fully accredited by the regional accrediting association for the region in which the institution is located.

B. Salary adjustments will only occur effective July 1 of the following fiscal year.

C. A member of the bargaining unit who is paid on the basis of the Specialists Salary Schedule will receive a one-time-only adjustment to his/her regular base salary for an advanced degree awarded during the life of this Agreement and subject to the provisions of Sections 10, 10.A., and 10.B. above, as follows:

a. Members of the bargaining unit will not receive a salary adjustment for completion of a degree that is a minimum requirement for the position they hold.

b. Members of the bargaining unit who are awarded a Master's degree (as defined in Section 3.B.ii. of this Article) will receive an adjustment of $1,000.00 to base salary.

c. Members of the bargaining unit who complete a Specialist degree (as defined in Section 3.B.iii of this Article) will receive an adjustment of $1,250.00 to base salary.

d. Members of the bargaining unit who complete a Doctorate degree (as defined in Section 3.B.iv. of this Article) will receive an adjustment of $1,500.00 to base salary.

11. For regular, full-time members of the bargaining unit who are not paid on the Instructional Salary Schedules, that is, all TV Producers/Directors, Instructional Aides, and the Continuing Education Specialist and the Community Services Specialist, the following salary guidelines are used for hiring new members.

A. Those full-time members of the bargaining unit who are Instructional Aides and who are paid on the basis of the number of hours worked shall be compensated at a rate consistent with that provided for in Appendix C.

B. Those full-time members of the bargaining unit who are paid on a contractual basis but who are not paid on the basis of the Instructional Salary Schedules will be compensated at a rate consistent with that provided for in Appendix D.

12. All members of the bargaining unit not paid in 1985-86 on the basis of the Instructional Salary Schedules will be paid as specified in Appendix E.

XII. DISTINGUISHED SERVICE

1. Purpose

   The Distinguished Service Plan is intended to provide a systematic means for recognizing and rewarding excellence in job performance.

2. Eligibility

   All bargaining unit members who have completed five years of full-time experience at Johnson County Community College as a member of the bargaining unit shall be eligible for nomination to participate in the Distinguished Service Plan. However, any individual has the right not to participate in this plan.

3. Conditions

   A. The Individual Development Plan (IDP) will continue to be part of an ongoing formative evaluation used to enhance an individual's professional growth. It will not be used as part of the summative evaluation for distinguished service unless included by the applicant.

   B. In general, applications for distinguished service should not include activities that have been or are being financially rewarded by the College beyond the applicant's base salary.

   C. The Distinguished Service Plan is an active plan for which an individual will be required to provide designated written information as part of the application following supervisor, peer, or self nomination. A nomination form must be filed with the Office of the Vice President for Academic Affairs.

   D. Criteria for distinguished service shall be as follows, with the designated weights by category being applied.

Basic Job Responsibilities	65%
Divisional Responsibilities	15%
Institutional/Community	10%
Professional Growth	10%

   Items included under basic job responsibilities shall be based on the job description relevant to each position title in the bargaining unit.

   E. Evaluation forms (supervisor, self, and peer) used for determining distinguished service shall include the criteria listed in 3D above. Student evaluations shall only be used if applicable to the bargaining unit member's position title and only for the basic job responsibilities criteria category.

F. Distinguished Service awards shall be granted subject to the following criteria.

i. Awards shall be made for a two-year period.

ii. A recipient of a two-year award may reapply for continuation of the award.

iii. Each recipient will receive a fixed-dollar amount which shall not be less than $2,000.00 annually.

iv. The award will be paid in one lump sum each year.

v. The award will not become part of the recipient's base salary.

4. Distinguished Service Selection Committee

The Distinguished Service Selection Committee, hereinafter called the Committee, shall be composed of seven members. Three JCCC administrators and one director of the JCCC Foundation will be appointed by the President of the College and three members of the bargaining unit will be appointed by the President of the Association. All JCCC administrators and bargaining unit Committee members will serve two-year terms, except during the first year when the terms will be split between one- and two-year terms. The Foundation member will serve a one-year term. All members may serve a maximum of two consecutive terms.

5. Evaluation of the Distinguished Service Plan

The Committee may evaluate the distinguished service procedures being used, which could include a survey of the bargaining unit. Such a survey would be done with the assistance of the Office of Institutional Research. A report will be forwarded to the College President and the President of the Faculty Association on or before March 1.

6. Procedures

The procedures for the Distinguished Service Plan are as follows:

i. Applications must be submitted by September 15 of any given year.

ii. Applications will cover a two-year period ending with activities performed by the previous June 30.

iii. An applicant will submit to the Committee a portfolio consisting of an application form, evaluation forms, supporting letters if applicable, and any other related materials.

iv. The Committee will interview all applicants for the purposes of clarifying the application and has a right to verify any of the information presented.

v. Selection will be made by the Committee based on the total points earned by the applicants. In the case of ties, the selection will be determined by the agreement of five (5) of the seven (7) members of the Committee.

vi. The recommendations of the Committee shall be final and will be forwarded to the College President on or before November 1.

vii. The annual stipend shall be awarded the following January.

6. Number of Bargaining Unit Members Receiving Awards

The number of bargaining unit members to be awarded distinguished service will be annually determined by the College President or his/her designee and approved by the Board.

XIII. BENEFITS

1. The Board of Trustees reserves the right to amend from time to time the specific terms of coverage provided in benefits. The Board further reserves the right to select and designate, where applicable, the insurance carrier(s) and servicing agents. The Board shall also have the right to vary coverages and benefits set forth in Sections 2, 3, 4, 5, and 6 hereof, provided however, complete abolition of any such benefits may only occur after the matter is negotiated with the Association.

2. Effective October 1, 1986, the College shall provide a flexible benefit plan for full-time bargaining unit members covered by this Agreement, terms of which shall be established by the College.

   Each full-time bargaining unit member shall receive a fixed monthly contribution amount per eligible employee in the amount of $178.00 plus 4.25% of gross base salary for 1986-87 to be used to purchase various benefit options.

   Benefit options ordinarily available to eligible bargaining unit members shall include:

   - Group Life Insurance (individual and dependent)
   - Health Insurance (individual and dependent)
   - Dental Insurance (individual and dependent)
   - Tax Sheltered Annuity
   - Other options for individual or dependent expenses as may be determined by the College

   The purchase of specified minimum levels of benefit options may be required under the terms of the plan as established by the College.

   Optional benefits included in the flexible benefit plan shall generally be available to all bargaining unit members except as those benefits are limited or unavailable by law or regulation, or contractual provisions of the benefits provider.

3. The Board of Trustees shall provide each full-time employee covered by this Agreement with income protection insurance. The College will pay the premium therefor at a cost not to exceed 45 cents per $10.00 of eligible benefit. Such insurance currently provides a bargaining unit member under age 70 with 65% of his/her regular salary up to a designated maximum amount not to exceed $500.00 per week, for a specified period of time during a period of extended disability not exceeding 180 days and not covered by regular sick leave. The protection afforded hereunder shall be limited to the terms of the insurance policy.

4. The Board of Trustees shall provide liability insurance to protect itself and the College staff with regard to the actions of bargaining unit members performed clearly in the line of duty. The selection of the carrier and terms of the policy shall be at the discretion of the College. The protection afforded hereunder shall be limited to the terms of the insurance policy.

5. The College may issue individual complimentary passes to Barn Player productions at the College, if such tickets are provided without cost by the Barn Players, and complimentary admission to College athletic events and such other College events as the College shall from time to time determine.

6. All members of the bargaining unit and their dependents will be reimbursed upon successful completion of credit-granting courses of study at the College.

XIV. RETIREMENT

All bargaining unit members shall retire or be subject to mandatory retirement by the College at the time that the bargaining unit member attains the age of seventy (70) years. The effective date of mandatory retirement shall be the expiration date of the bargaining unit member's then current contract year.

The President or his/her designee may, at his/her discretion, request a bargaining unit member to remain on staff beyond the date upon which the bargaining unit member would be subject to mandatory retirement. Such extension shall be subject to review by the President or his/her designee annually and shall in no way be considered as continuous from year to year.

Benefits provided to bargaining unit members employed at the request of the President or his/her designee beyond the age of seventy (70) may include those benefits generally available to other bargaining unit members except as those benefits are limited or unavailable by statute or contractual provisions of the benefits provider.

XV. CALENDAR

1. The Fall and Spring Semesters shall consist of 170 days of instruction plus ten (10) days for staff development activities.

2. The number of working days for nine- (9) month faculty shall be 180 days; for ten- (10) month faculty, 200 days; and for twelve-(12) month faculty, 228 days.

3. In the event that the College should close on a day on which a member of the bargaining unit has taken an approved vacation or personal leave day, that day shall not be charged to vacation or personal leave.

4. In those cases when a member of the bargaining unit is required to work on a fixed holiday, the College shall either designate an alternate day as a paid holiday or pay the member of the bargaining unit double time for the holiday time worked instead of granting time off at straight-time pay.

5. It shall not be a violation of this Agreement if the College cannot be operated due to a reason beyond the Board's control.

XVI. SEVERABILITY AND SAVINGS

1. If a provision of this Agreement is found to be inconsistent with state law or regulations duly promulgated by local, state, or federal agencies, the provisions of such laws and regulations shall prevail, but all other valid provisions shall remain in full force and effect.

2. If any provision of the Agreement is determined to be invalid and unenforceable by a court or other authority having jurisdiction of the College, such provision shall be considered void, but all other valid provisions shall remain in full force and effect.

3. If a provision of this Agreement is held invalid pursuant to Section 1 or Section 2 above, the issue(s) may be resolved in accordance with Article XVII, Closure, Section 1.

XVII. CLOSURE

1. This Agreement shall constitute the full and complete commitments between the Board and the Association and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of both parties in a written and signed amendment to this Agreement.

2. The parties acknowledge that all negotiable items have been discussed during the negotiations leading to this Agreement and therefore each agrees that the other will not be obligated to negotiate on any items except as provided by this Agreement.

3. This Agreement shall supersede any policies of the Board or individual contracts of employment of members of the bargaining unit which are inconsistent with the terms of this Agreement.

XVIII. DURATION

1. This Agreement shall govern the rights, as provided in this Agreement, of the Board and the Association during the effective period from July 1, 1986, through June 30, 1988. This Agreement, together with all the terms, conditions, and effects thereof, shall expire on June 30, 1988.

2. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

ADDENDUM 1

POSITIONS IN THE BARGAINING UNIT

1986-1987

ADDENDUM 1

POSITIONS IN THE BARGAINING UNIT

1101-2-1	Instructor/Coordinator, Business Administration
1101-2-2	Instructor, Business Administration
1101-2-3	Instructor, Business Administration
1101-2-4	Instructor, Business Administration
1101-2-5	Instructor, Business Administration
1101-2-6	Instructor, Business Administration
1101-2-7	Instructor, Economics
1101-2-8	Instructor, Economics
1101-2-9	Instructor, Economics
1102-2-1	Instructor, Journalism
1103-2-1	Instructor/Coordinator, Fine Arts
1103-2-2	Instructor, Art
1103-2-3	Instructor, Art
1103-2-4	Instructional Aide, Fine Arts
1104-2-1	Instructor, English
1104-2-2	Instructor, English
1104-2-3	Instructor, English
1104-2-4	Instructor, English
1104-2-5	Instructor, English
1104-2-6	Instructor, English
1104-2-7	Instructor, English
1104-2-8	Instructor, English
1104-2-9	Instructor, English
1104-2-10	Instructor, English
1104-2-11	Instructor, Writing Center/English
1105-2-1	Instructor, French
1105-2-2	Instructor, German/English
1105-2-3	Instructor, Spanish
1106-2-1	Instructor, Speech
1106-2-2	Instructor, Speech/Debate
1106-2-3	Instructor, Theater
1108-2-1	Instructor, Theater/Speech
1109-2-1	Instructor, Instrumental Music
1109-2-2	Instructor, Vocal Music
1111-2-1	Instructor/Coordinator, Math Resource Center
1111-2-2	Instructor/Coordinator, Mathematics
1111-2-3	Instructor, Mathematics
1111-2-4	Instructor, Mathematics
1111-2-5	Instructor, Mathematics
1111-2-6	Instructor, Mathematics
1111-2-7	Instructor, Mathematics
1111-2-8	Instructor, Mathematics
1111-2-9	Instructor, Mathematics
1111-2-10	Instructor, Mathematics
1111-2-11	Instructor, Mathematics

1111-2-12	Instructor, Mathematics
1112-2-1	Instructor, Engineering
1113-2-1	Instructor, Humanities
1113-2-2	Instructor, Humanities
1113-2-3	Instructor, Humanities
1113-2-4	Instructor, Humanities
1113-2-5	Instructor, Humanities
1114-2-1	Instructor, Psychology
1114-2-2	Instructor, Psychology
1114-2-3	Instructor, Psychology
1114-2-4	Instructor, Psychology
1114-2-5	Instructor, Social Science
1114-2-6	Instructor, Social Science
1114-2-7	Instructor, Social Science
1114-2-8	Instructor, Social Science
1114-2-9	Instructor, Social Science
1114-2-10	Instructor, Social Science
1114-2-11	Instructor, Social Science
1115-2-1	Instructor/Coordinator, Life Science
1115-2-2	Instructor, Life Science
1115-2-3	Instructor, Life Science
1115-2-4	Instructor, Life Science
1115-2-5	Instructor, Life Science
1115-2-6	Instructor, Life Science
1115-2-7	Instructor, Life Science
1115-2-8	Instructor, Life Science
1115-2-9	Instructor, Life Science
1115-2-10	Instructional Aide, Life Science
1116-2-1	Instructor/Coordinator, Physical Science
1116-2-2	Instructor, Physical Science
1116-2-3	Instructor, Physical Science
1116-2-4	Instructor, Physical Science
1116-2-5	Instructor, Physical Science
1116-2-6	Instructor, Physical Science
1116-2-7	Instructor, Physical Science
1116-2-8	Instructor, Physical Science
1116-2-9	Instructor, Physical Science
1116-2-10	Instructor, Physical Science
1116-2-11	Instructional Aide, Physical Science
1117-2-1	Instructor/Coach
1117-2-2	Instructor/Coach
1117-2-3	Instructor/Coach
1117-2-4	Instructor/Coach
1117-2-5	Instructor/Coach
1117-2-6	Instructor/Trainer
1118-2-1	Instructor/Coach
1201-2-1	Instructor/Coordinator, Fashion Merchandising
1201-2-2	Instructor, Fashion Merchandising

1202-2-1	Instructor/Coordinator, Business Careers
1202-2-2	Instructor, Accounting
1202-2-3	Instructor, Accounting
1202-2-4	Instructor, Accounting
1202-2-5	Instructor, Accounting
1202-2-6	Instructor, Accounting
1202-2-7	Instructor, Accounting
1203-2-1	Instructor/Coordinator, Marketing and Management
1203-2-2	Instructor, Marketing and Management
1204-2-1	Instructor/Coordinator, Secretarial Careers
1204-2-2	Instructor, Secretarial
1204-2-3	Instructor, Secretarial
1205-2-1	Instructor/Coordinator, Hospitality Management
1205-2-2	Instructor, Hospitality Management
1205-2-3	Instructor, Hospitality Management
1205-2-4	Instructor, Hospitality Management
1205-2-5	Instructor, Hospitality Management
1206-2-1	Instructor/Coordinator, Paralegal
1206-2-2	Instructor, Paralegal
1207-2-1	Instructor/Coordinator, Computer Science
1207-2-2	Instructor/Coordinator, Data Processing
1207-2-3	Instructor/Coordinator, Data Processing/Computer Science
1207-2-4	Instructor, CPCA/Word Processing
1207-2-5	Instructor, Data Processing
1207-2-6	Instructor, Data Processing
1207-2-7	Instructor, Data Processing
1207-2-8	Instructor, Data Processing
1207-2-9	Instructor, Data Processing
1207-2-10	Instructor, Data Processing
1207-2-11	Instructor, Data Processing
1208-2-1	Instructor/Coordinator, Commercial Art
1208-2-2	Instructor, Art
1208-2-3	Instructor, Commercial Art
1208-2-4	Instructor, Commercial Art
1208-2-5	Instructional Aide, Commercial Art
1210-2-1	Instructor/Coordinator, Automotive Technology
1210-2-2	Instructor, Automotive Technology
1210-2-3	Instructor, Automotive Technology/Metals Fabrication
1211-2-1	Instructor/Coordinator, Drafting/Pre-Engineering
1211-2-2	Instructor, Drafting
1211-2-3	Instructor/Coordinator, DP CAD/CAM Systems
1212-2-1	Instructor/Coordinator, Biomedical Equipment Technology
1212-2-2	Instructor/Coordinator, Computer Systems Technology
1212-2-3	Instructor/Coordinator, Electronics
1212-2-4	Instructor, Electronics
1212-2-5	Instructor, Electronics
1214-2-1	Instructor/Coordinator, Fire Protection
1215-2-1	Instructor, Administration of Justice

1215-2-2	Instructor, Administration of Justice
1216-2-1	Instructor/Coordinator, Police Academy
1217-2-1	Instructor, Equine Science
1218-2-1	Instructor/Coordinator, Dental Hygiene
1218-2-2	Instructor, Dental Hygiene
1218-2-3	Instructor, Dental Hygiene
1218-2-4	Instructor, Dental Hygiene
1218-2-5	Instructor, Dental Hygiene
1218-2-6	Instructor, Dental Hygiene
1219-2-1	Instructor, Nursing
1219-2-2	Instructor, Nursing
1219-2-3	Instructor, Nursing
1219-2-4	Instructor, Nursing
1219-2-5	Instructor, Nursing
1219-2-6	Instructor, Nursing
1219-2-7	Instructor, Nursing
1219-2-8	Instructor, Nursing
1219-2-9	Instructor, Nursing
1219-2-10	Instructor, Nursing
1219-2-11	Instructor, Nursing
1219-2-12	Instructor, Nursing
1220-2-1	Instructor/Coordinator, Emergency Medical Technology
1220-2-2	Instructor, Emergency Medical Technology
1220-2-3	Instructor, E.M.I.C.T.
1223-2-1	Instructor/Coordinator, Life and Home Management
1224-2-1	Instructor, Photography
1224-2-2	Instructor, Photography
1225-2-1	Instructor/Coordinator, Energy Technology
1225-2-2	Instructor, Energy Technology
1226-2-1	Instructor/Coordinator, Metals Fabrication/Manufacturing Technology
1231-2-1	Instructor/Coordinator, Personal Computer Applications
1232-2-1	Instructor/Coordinator, Information Word Processing
1235-2-1	Instructor/Coordinator, Data Communications
1404-2-1	Instructor/Coordinator, Testing and Assessment
1501-2-1	Instructor, Learning Center
1501-2-2	Instructor, Learning Center
1501-2-3	Instructor, Reading
1502-2-1	Instructor/Coordinator, Technology Resource Center
4102-2-1	Librarian
4102-2-2	Librarian
4102-2-3	Librarian
4102-2-4	Librarian
4312-2-1	TV Producer/Director
4312-2-2	TV Producer/Director
4609-2-1	Specialist, Community Services
4610-2-1	Specialist, Continuing Education
4802-2-1	Instructor/Coordinator, Instructional Support Services

5111-2-1	Instructor, Special Services
5111-2-2	Instructor, Special Services
5115-2-1	Program Specialist, Special Services
5117-2-1	Instructor/Coordinator, Special Services
5301-2-1	Advisor, Career Planning and Placement Center
5303-2-1	Counselor
5303-2-2	Counselor
5303-2-3	Counselor
5303-2-4	Counselor
5303-2-5	Counselor
5303-2-6	Counselor
5303-2-7	Counselor
5303-2-8	Counselor

APPENDIX A.1

INSTRUCTIONAL SALARY SCHEDULES

1986-1987

APPENDIX A.1

Johnson County Community College

INSTRUCTIONAL SALARY SCHEDULES
1986-1987

Nine-Month Contract

Status	Bachelor	Master	Specialist	Doctorate
Column Base	$19,780	$21,016	$22,252	$23,489
Probationary Maximum	30,360	31,701	33,164	34,749
Nonprobationary Maximum	35,237	36,578	38,041	39,627
Distinguished Maximum	39,237	40,578	42,041	43,627

Ten-Month Contract

Status	Bachelor	Master	Specialist	Doctorate
Column Base	$21,016	$22,376	$23,736	$25,096
Probationary Maximum	33,164	34,506	35,968	37,553
Nonprobationary Maximum	38,650	39,991	41,455	43,040
Distinguished Maximum	42,650	43,991	45,455	47,040

Twelve-Month Contract

Status	Bachelor	Master	Specialist	Doctorate
Column Base	$22,871	$24,354	$25,838	$27,321
Probationary Maximum	36,212	37,553	39,016	40,602
Nonprobationary Maximum	41,821	43,162	44,624	46,210
Distinguished Maximum	45,821	47,162	48,624	50,210

APPENDIX A.2

Johnson County Community College

INSTRUCTIONAL SALARY SCHEDULES
1987-1988

Nine-Month Contract

Status	Bachelor	Master	Specialist	Doctorate
Column Base	$20,967	$22,277	$23,587	$24,898
Probationary Maximum	32,182	33,603	35,154	36,834
Nonprobationary Maximum	37,351	38,773	40,323	42,005
Distinguished Maximum	41,351	42,773	44,323	46,005

Ten-Month Contract

Status	Bachelor	Master	Specialist	Doctorate
Column Base	$22,277	$23,719	$25,160	$26,602
Probationary Maximum	35,154	36,576	38,126	39,806
Nonprobationary Maximum	40,969	42,390	43,942	45,622
Distinguished Maximum	44,969	46,390	47,942	49,622

Twelve-Month Contract

Status	Bachelor	Master	Specialist	Doctorate
Column Base	$24,243	$25,815	$27,388	$28,960
Probationary Maximum	38,385	39,806	41,357	43,038
Nonprobationary Maximum	44,330	45,752	47,301	48,983
Distinguished Maximum	48,330	49,752	51,301	52,983

APPENDIX A.2

INSTRUCTIONAL SALARY SCHEDULES

1987-1988

APPENDIX A.2

Johnson County Community College

INSTRUCTIONAL SALARY SCHEDULES
1987-1988

Nine-Month Contract

Status	Bachelor	Master	Specialist	Doctorate
Column Base	$20,967	$22,277	$23,587	$24,898
Probationary Maximum	32,182	33,603	35,154	36,834
Nonprobationary Maximum	37,351	38,773	40,323	42,005
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APPENDIX B

GUIDELINES FOR INITIAL SALARY DETERMINATION FOR BARGAINING UNIT MEMBERS HIRED DURING

1986-1988

APPENDIX B

Johnson County Community College

GUIDELINES FOR INITIAL SALARY DETERMINATION FOR BARGAINING UNIT MEMBERS HIRED DURING 1986-88

The base salary of any member of the bargaining unit hired during the life of this Agreement who are to be paid on the basis of the Instructional Salary Schedules set forth in Appendix A shall be determined as follows and subject to the conditions of Article X of this Agreement:

1. The minimum salary for probationary status for the appropriate degree column for the number of months contracted shall be determined for each bargaining unit member. To this column minimum shall be added a sum determined by application of Section 2 below.

2. The total years of relevant experience completed by the unit member, as determined in Section 3 below, shall be multiplied by $671 for each eligible unit member on a nine- (9) month contract, by $746 for each eligible unit member on a ten- (10) month contract, and by $850 for each eligible unit member on a twelve-(12) month contract. The product of years of relevant experience and these constants shall be added to the appropriate degree column minimum as determined in Section 1 above. This sum shall be the base salary of eligible bargaining unit members subject to other stated conditions and limitations in this Agreement.

3. Years of relevant experience shall be calculated as follows:

    A. One year for each year of full-time work as a college faculty member, counselor, administrator, or librarian.

    B. One year for every two years of full-time work as an elementary or secondary school teacher, counselor, administrator, or librarian.

    C. One year for every two years of full-time work in internships that are part of relevant graduate degree programs but which are not assistantships or fellowships.

    D. One year for each year of full-time, relevant, non-academic work. The President of the College or his/her designee will determine the relevance of non-academic degree work and how such experience will be recognized for the purpose of salary determination.

E. The total number of years of relevant experience calculated for salary determination shall be credited as follows:

1-21 years	1.0
22-25 years	.5

APPENDIX C

INSTRUCTIONAL AIDES WAGE SCHEDULE

1986-1988

APPENDIX C

Johnson County Community College

INSTRUCTIONAL AIDES WAGE SCHEDULE

1986-1987 Wage Schedule

	Hourly Rate Minimum	Hourly Rate Maximum
Probationary	$7.19	N.A.
Nonprobationary	7.55	$10.20

1987-1988 Wage Schedule

	Hourly Rate Minimum	Hourly Rate Maximum
Probationary	$7.63	N.A.
Nonprobationary	8.00	$10.82

APPENDIX D

SPECIALISTS SALARY SCHEDULE

1986-1988

APPENDIX D

Johnson County Community College

SPECIALISTS SALARY SCHEDULE

1986-1987 Wage Schedule

	Minimum	Maximum
Probationary	$20,416	$29,489
Nonprobationary	21,550	33,647

1987-1988 Wage Schedule

	Minimum	Maximum
Probationary	$21,641	$31,259
Nonprobationary	22,843	35,665

APPENDIX E

INSTRUCTIONAL AIDES AND SPECIALISTS WAGES AND SALARIES

1986-1988

APPENDIX E

Johnson County Community College

INSTRUCTIONAL AIDES AND SPECIALISTS WAGES AND SALARIES
1986-1988

	Effective July 1, 1986	Effective July 1, 1987
Linda Cole Continuing Education Specialist	$33,009	$35,508
Philip Wegman Continuing Education Specialist	39,635	40,635
Carl Snead TV Producer/Director	33,647	35,665
Michael Waugh TV Producer/Director	32,010	34,433
David Allen Instructional Aide	$ 8.89/hr.	$ 9.56/hr.
John Hanson Instructional Aide	10.20/hr.	10.82/hr.
Dawn Boomsma Instructional Aide	7.74/hr.	8.32/hr.
Paul Van Fange Instructional Aide	9.39/hr.	10.10/hr.

AGREEMENT BETWEEN

THE JOHNSON COUNTY COMMUNITY COLLEGE BOARD OF TRUSTEES

AND

THE JOHNSON COUNTY COMMUNITY COLLEGE FACULTY ASSOCIATION

JULY 1, 1986 - JUNE 30, 1988

WITNESS OUR HAND THIS 18TH DAY OF JUNE, 1986

CHAIRMAN
JOHNSON COUNTY COMMUNITY COLLEGE
BOARD OF TRUSTEES

Laurence J. Rochelle
PRESIDENT
JOHNSON COUNTY COMMUNITY COLLEGE
FACULTY ASSOCIATION

Charles J. Carlsen
SECRETARY
JOHNSON COUNTY COMMUNITY COLLEGE
BOARD OF TRUSTEES

SECRETARY
JOHNSON COUNTY COMMUNITY COLLEGE
FACULTY ASSOCIATION

Master Contract

Between

THE BOARD OF TRUSTEES

Kansas City Kansas Community College

and

THE FACULTY UNIT OF KHEA

Kansas City Kansas Community College

1985-86 - 1986-87

TABLE OF CONTENTS

Article I.	*Definitions*	*page 1*
Article II.	*General Provisions*	*2*
Article III.	*Leaves and Absences from Campus*	*3-7*
	1. Community Affairs Leave	*3*
	2. Emergency Leave	*3*
	3. Personal Leave	*3*
	4. Professional Leave	*3-4*
	5. Maternity Leave	*4*
	6. Adoptive Leave	*4-5*
	7. Sick Leave	*5*
	8. Sabbatical Leave	*5-7*
	9. Academic Leave	*7*
Article IV.	*Grievance Procedure*	*8-10*
Article V.	*Travel Pay*	*11*
Article VI.	*Severance Pay*	*11*
Article VII.	*Professional Work Load*	*12-13*
Article VIII.	*Contract release and Liquidated Damages*	*14*
Article IX.	*Reduction in Force*	*15*
Article X.	*Compensation*	*16-18*
Article XI.	*Miscellaneous*	*19*

Article I. Definitions

ADMINISTRATION:	All persons employed by the Board in positions requiring an administrative certificate and/or employed in the following positions: President, Chief Academic Officer, Deans, Assistants to the Deans, and Directors whose salaries are not determined by the professional employee's salary schedule.
ASSOCIATION:	The Kansas City Kansas Community College Education Association which is affiliated with the Kansas National Education (KNEA) and the National Education Association (NEA).
BOARD:	The Board of Trustees of the Kansas City Kansas Community College.
DAYS:	Except when otherwise indicated, days shall mean working school days.
KNEA:	Kansas National Education Association
PROFESSIONAL EMPLOYEE:	Any employee employed by the Board whose salary is determined by the professional employee's salary schedule.
INTERIM INSTRUCTOR:	Any instructor that accepts a non-renewable contract for one or two semesters.
YEAR:	Except when otherwise indicated, year shall mean the two semester academic year.

Article II. General Provisions

A. Contract Reference and Term. The agreement set forth herein shall be included by reference in the contracts of all professional employees employed by the Kansas City Kansas Community College. This agreement shall be made part of the professional employee's individual comprehensive contract with the same force and effect as though fully set forth therein; and, it shall remain in full force and effect from and after July 1, 1985 to June 30, 1987.

B. Savings Clause. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid or subsisting, except to the extent permitted by law, until such time as a higher authority overturns the decision of a lower court, at which time such provision or applications shall continue in full force and effect.

C. Successor Agreement Clause. The Board and the Faculty Unit agree that this agreement shall be binding on their successors, if any, during the term of this agreement.

D. General Provisions. Should any agreement in the Master Contract be inconsistent with the Policy Manual, the manual will be superseded by the Master Contract.

E. Upon execution of the Master Contract, the Board will have a copy of it made available to each professional employee within thirty days.

F. Each new professional employee, when he signs his contract, will receive a copy of the Master Contract.

G. Amendment to Agreement. This Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in written and signed amendment to this Agreement.

H. Negotiations Procedures. Parties shall negotiate a procedure which shall be agreeable to both sides to facilitate negotiations.

Article III. Leaves and Absences from Campus

A. Absences from Campus

1. Professional employees must notify the Chairman of the Division, when possible, if they are to be absent from campus.

2. In case of illness, notification should be given to the Chairman of the Division at least one hour prior to the beginning of the first class to be missed.

3. Absence forms, if not completed before the absence, should be completed as soon as the professional employee returns to duty. Completed forms are to be given to the President's Secretary.

B. Leaves

1. Community Affairs Leave. In the event of a request for consideration of any leave of this nature, each leave shall be considered on the basis of its individual merit, with the final decision resting with the President of the College.

2. Emergency Leave. Subject to the approval of the President, a maximum of five days absence without deduction in pay for each event during any academic year shall be allowed for reasons of death or critical illness in the immediate family or for other emergency reasons. Whenever possible, requests for approval of an absence under emergency leave provisions shall be made prior to the absence.

a. Emergency leave time shall not accumulate.

b. As used herein, "immediate family" shall be used to designate the professional employee's spouse, children, parents, grandparents, brothers, sisters, aunts, uncles, or anyone of like relationship by marriage, also any person living in the household of the faculty member.

c. In the event of controversy, the final decision on cases involving emergency leave as rendered by the President may be appealed to the Board of Trustees.

d. Emergency leave with pay shall be limited to a total of fifteen (15) days in any one academic year.

3. Personal Leave. Subject to the prior approval of the President, up to three (3) days personal leave per year may be granted. Whenever possible, request for approval of such personal leave shall be made prior to the absence.

4. Professional Leave. Membership in professional organizations is recommended.

a. Professional employees requested by the President of the College to attend meetings as school representatives will be reimbursed for expenses incurred.

b. Professional employees who attend meetings of professional organizations will be granted time off without loss of pay, provided that their request is approved by their Division Chairperson and the College President or his/her designee.

c. There shall be no arbitrary and capricious denial of approval for time off without loss of pay.

5. Maternity Leave. Maternity leave shall be granted to all pregnant professional employees upon the professional employee's request.

a. If a professional employee requests maternity leave, suspension of responsibilities shall begin at the end of a semester.

b. Maternity leave shall be granted for semester periods only and shall not exceed three semesters, the length of the leave to be agreed upon by the professional employee and the President of the College.

c. Reinstatement in the original position at the beginning of an academic year shall be guaranteed for the period of the leave. If the professional employee is offered the original position but does not return to the position at the termination of the leave, the above guarantee shall be null and void.

d. Leave of up to five days will be granted to any full time professional employee whose wife gives birth to a child, provided a request for such a leave is made through the Chairman of the Division and The Chief Academic Officer. If desired by the professional employee, sick leave may be used for the period of the leave, if sick leave time is available. If sick leave time is not available or is not desired, the leave shall be without pay.

6. Adoptive Leave. Adoptive leave will be granted to any full time professional employee under the following conditions:

a. Request for such leave is made in advance through the Division Chairman and the Chief Academic Officer giving the date upon which the adoption is anticipated.

b. Request for such leave is to be granted only when the child to be adopted is under thirty (30) months of age.

c. The leave shall terminate on the last day of the semester during which it is begun unless it begins within six weeks of the end of the semester. If begun within six weeks of the end of the semester, the leave shall terminate the last day of the following semester.

d. Reinstatement in the position held at the beginning of the leave will be guaranteed for the period of the leave. Failure to return to full time employment at the end of the approved leave period shall constitute voluntary termination of employment.

e. Adoptive leave shall be without pay.

7. Sick Leave. On the first reporting day of each semester during the first year of employment, each new professional employee employed for ten (10) months or less shall be credited with five (5) days of leave. Professional employees employed for more than ten (10) months shall also be credited with five (5) days of leave. Professional employees employed for more than ten (10) months shall be credited with one-half (½) day each semester for each month over ten.

a. After the first year of employment, the full annual sick leave (of 10 days) will be credited on the first reporting day of the academic year and be available to the professional employee for use.

b. Sick leave shall accrue from year to year without limitation.

c. Days of accumulated sick leave credited to a professional employee under the previous sick leave policy of the college shall remain to the credit of the professional employee.

d. Sick leave may be used in one half (½) day increments.

e. Professional employees employed for the summer session are entitled to one (1) day of sick leave without loss of pay in the case of illness. Summer sick leave days shall accrue to the total accumulative sick days at the first reporting day of the academic year.

f. If desired by the professional employee, sick leave may be used for any temporary disability due to a maternity condition.

8. Sabbatical Leave. A professional employee will be eligible for consideration for a sabbatical leave after five years of full time continuous service.

a. Compensation for a one year sabbatical shall be one half (½) the annual contract rate based on his or her class and step. Professional employees on a one semester sabbatical shall receive one half (½) of one semester's compensation (one fourth (¼) of their annual rate) based on his or her class and step. No sabbatical leave shall extend beyond two semesters. If the professional employee on leave accepts gainful employment during the leave period, the amount of compensation received shall be deducted from the one semester's pay.

b. The number of professional employees that may be on sabbatical leave at any time is limited to a maximum of three (3) members of the full time staff.

c. The purpose of granting such sabbatical leave is to provide an opportunity for the professional employee to pursue a full time approved program of study that would enhance his/her professional career for the improvement of the quality of education at the college.

d. Upon completion of the program, the professional employee would be required to return to full time instruction at the college for a period of three years. If the professional employee does not complete the approved program or fails to return to full time duties at the end of the leave period, the total sum of money paid during the sabbatical leave including fringe benefits must be repaid to the college by July 1. If he/she returns for only one year, two thirds (2/3) of the monies shall be refunded by July 1. If he/she returns for two years only, one third (1/3) shall be refunded by July 1. If, for any reason beyond the control of the professional employee, the Board does not offer the professional employee a full time contract for any of the three (3) years following the sabbatical, the professional employee shall refund none of the monies, neither wages nor fringe benefits.

e. If a professional employee has had six or more years of full time continuous service, ypon completion of the program he/she would be required to return to full time instruction at the college for a period of two years. If the professional employee does not complete the approved program or fails to return to full time duties at the end of the leave period, the total sum of money paid during the sabbatical leave including fringe benefits must be repaid to the college by July 1. If he/she returns for only one year, one half (½) of the monies shall be refunded by July 1. If he/she returns two years, no refund will be required. If, for any reason beyond the control of the professional employee, the Board does not offer the professional employee a full time contract for either of the two years following the sabbatical, the professional employee shall refund none of the monies, neither wages nor fringe benefits.

f. Application for sabbatical leave must be made through the Division Chairman in consultation with the applicant's peers. The application will be forwarded to the Chief Academic Officer. Upon approval of the Chief Academic Officer and the President, a recommendation shall be made to the Board for approval of the overall plan. Applications shall be completed in time for Board action during the regular meeting in the October prior to the academic year in which the leave is to begin. It should contain a general description or outline of the proposed course of study.

g. If approved, a more detailed educational plan shall be submitted prior to the regularly schedule March meeting of the Board of Trustees. If approved by the Board, a contract would be proffered containing the specific terms of the program, compensation, return agreetment, etc.

h. The Board shall reserve the right to deny all applications for sabbatical leaves either because of budget limitations or if the proposed study is not deemed to be of sufficient value to the institution to warrant the additional cost. The operational efficiency of the remaining or available staff in the division would also have to be considered.

i. Upon the professional employee's return to duty, he/she shall submit a formal or written report and/or record of his/her activities during the period of the leave.

j. Upon returning to full time teaching assignments after completion of the sabbatical period, the professional employee will be placed on the salary schedule at the next level above that which was applicable during his/her last full time employment. Such professional employee will be placed in the appropriate class on the salary schedule.

9. Academic Leave. A leave of absence will be considered for all professional employees when requested by the professional employee concerned for the purpose of furthering additional graduate level pursuits. The leave of absence shall cover one academic year only, and the graduate work shall be full time. During such periods of absence, any professional employee will be provided a contract for a minimum legal amount to bind same, probably one dollar ($1.00), and the college shall assume no other financial liability. In the event federal grant funds are available to assist said professional employee with his expenses connected with this graduate study, consideration will be given toward the allocation of same. Upon returning to full-time teaching assignments after completion of the leave of absence period, the professional employee will be placed on the salary schedule at the next level above that which was applicable during their last full-time employment. Such professional employee will be placed in the appropriate class on the salary schedule.

Notice of intention to return to active duty or a request for extension of the leave must be made prior to March 1, so that any professional employee(s) appointed for the interim can be notified as to whether or not their contract is to be renewed prior to March 15.

C. Any professional employee desiring leave for reasons other than the above mentioned should apply in writing to the Board of Trustees through the chief administrator of the college.

Article IV. Grievance Procedure

A. Purpose. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems arising from a complaint by a professional employee or group of professional employees based on an alleged violation, misinterpretation or misapplication by the administration of a negotiated contract or agreement, a board policy, administrative regulation or practice affecting the condition of employment. This procedure shall not apply to disputes between or among faculty members, which shall be handled by the Faculty Senate.

B. Steps in Procedure. The levels in the grievance procedure will be the following:

1. Conference between the aggrieved and the Department Chairman or other immediate supervisor.

2. a. If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) school days after discussion of the grievance he may, within five (5) days, file the grievance in writing simultaneously with the Association, or its designee, and the C.A.O. The grievance procedure shall commence at the level above that at which the grievance has been filed except in the case of the Board of Trustees.

b. Within five (5) school days after receipt of the written grievance by the Chief Academic Officer, the C.A.O.will meet with the aggrieved person and his representative of the Association in an effort to resolve it. The C.A.O shall submit his decision in writing to the aggrieved person and the Association within seven (7) school days after the meeting.

3. a. If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, he may file the grievance with the Association or its designee for transmittal within five (5) days to the Faculty Senate or Faculty Unit Grievance Committee, appointed by the Faculty Association.

b. Within seven (7) school days after receipt of the written grievance by the Faculty Senate or Faculty Unit Grievance Committee, the Faculty Senate or Faculty Unit Grievance Committee will meet the aggrieved person and his representative from the Association in an effort to resolve it. The Faculty Senate or Faculty Unit Grievance Committee shall submit its decision in writing to the aggrieved person and the Association within seven (7) school days of the last meeting on the matter.

4. a. If the aggrieved person is not satisfied with the disposition of his grievance at Level Three, he may file the grievance with the Association or its designee for transmittal within five (5) days to the President of the College.

b. Within ten (10) school days after receipt of the written grievance by the President of the College, the President of the College will meet the aggrieved person and his representative from the Association in an effort to resolve it. The President of the College shall submit his/her decision in writing to the aggrieved person and the Association within ten (10) school days of the last meeting on the matter.

5. a. If the aggrieved person is not satisfied with the disposition of his grievance at Level Four, he may file the grievance with the Association or its designee for transmittal within five (5) days to the Board of Trustees.

b. Upon receipt of the written grievance the Board shall meet at its next regularly scheduled Board meeting with the aggrieved person and his representative from the association in an effort to resolve it. The Board shall submit its decision in writing to the aggrieved person and the Association within ten (10) school days of the meeting.

C. Rights of Professional Employees to Representation

1. No reprisals of any kind will be taken by the Board of Trustees or by any member or representative of the administration against any aggrieved person, any party in interest, any Grievance Representative, any member of the Professional Rights and Responsibilities Committee, or any other participant in the grievance procedure by reason of such participation.

2. A professional employee may be represented at all stages of the grievance procedure by himself or, at his option, by a Grievance Representative selected by the Association. If a professional employee is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

D. Miscellaneous

1. Time Limits. The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

2. Year-End Grievance. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and if left unresolved until the beginning of the following school year could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or within a maximum of 30 days thereafter.

3. If, on levels one through four, no written decision is presented within the time allotted after the grievance hearing, such failure to act shall be considered a non-decision and the grievance will automatically advance to the next step.

4. If the Board of Trustees does not present a written decision within the time allotted after the grievance hearing, such failure to act shall be an admission that the grievance was justified and the aggrieved person shall receive the remedy he is seeking.

5. If, in the judgment of the Association, a grievance affects a group or class of professional employees, the Association may initiate and submit such grievance in writing to the Chief Academic Officer directly and the processing of such grievance will be commenced at Level Four. The Association may process such a grievance through all levels of the grievance procedure even though there is no individual aggrieved person who wishes to do so.

6. Decisions rendered at Levels Two through Four of the grievance procedure will be in writing setting forth the decision and the reasons therefore and will be transmitted promptly to all parties in interest and to the Association or its designee.

7. When it is necessary for a Grievance Representative, member of the PR & R Committee or other representative designated by the Association to investigate a grievance or attend a grievance meeting or hearing during the school day he will, upon notice to his immediate superior by the Association or its designee, be released without loss of pay in order to permit participation in the activities as described above. Any employee whose appearance in such investigations, meetings, or hearings as a witness is necessary will be accorded the same right.

8. All documents, communications, and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.

9. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be prepared jointly by the Board and the Association and given appropriate distribution by the Association as to facilitate operation of the grievance procedure. The cost of preparing such forms shall be borne by the Board.

Article V. Travel Pay

Professional employees who are required to use their personal vehicles in the performance of professional duties will be reimbursed for such use at the rate established by the Internal Revenue Service for all college use. All professional employees shall submit a monthly statement of the mileage driven by them in the preceding calendar month on forms to be furnished by the college. Mileage shall be reimbursed anytime within the year when such reimbursement has accumulated to the sum of thirty-five dollars ($35.00), but in no event later than the last day of school.

Article VI. Severance Pay

Upon termination of employment, by retirement or relase through no fault of his/her own, the full time professional employee shall receive compensation equal to the number of accumulated days of sick leave in excess of ninety (90) days multiplied by the daily base rate of his/her salary class, provided, however that no professional employee shall be compensated for more than one hundred eighty-two (182) days. This amount will be paid to the individual beginning with the fiscal year following the last year of employment. The payment shall be made in annual installments of 25% of the final annual salary until the balance is paid out.

Article VII. Professional Work Load

A. Normal Work Load

No work load will exceed thirty (30) semester hours for the two-semester school year. The load will consist usually of between thirteen (13) and seventeen (17) hours of instruction per semester, together with at least 10 clock hours per week of regularly scheduled office hours for student conferences, paper checking, supervision and preparation. Professional employees who teach in the community may keep office hours at the off-campus site. Such office hours should be for the benefit of the off-campus students. These office hours shall be in proportion to the off-campus instructional requirements.

The total semester hour load will depend, in part, upon the number and nature of preparations and the number of clock hours of instruction caused by laboratory or similar student contacts, and may vary from semester to semester. Laboratory hours which cannot be specifically designated as semester credit hours shall be calculated on the formula for credit equivalent (C.E.) as follows: C.E. = .7 (contact hours minus credit hours). Teaching load will be credit hours plus Credit Equivalent hours. Those contact hours in excess of credit hours plus credit equivalents shall be considered as being office hours for that professional employee. Any teaching that cannot be designated as laboratory hours or credit hours shall be decided by mutual agreement between the Division Chairperson and the Chief Academic Officer.

Work load for the Nursing professional employees shall be computed in the following manner: The total contact hours in lecture work plus the total contact hours in clinical work. Contact hours in clinical work are to be computed on the basis of 0.84 to 1. A chart is available in all Division Chairperson's offices for reference.

A total of eight (8) students in a class shall constitute a full class for purposes of computation of teaching load. Classes will be pro-rated below the class minimum with the professional employee's approval.

B. Coordinators' Work Load

Vocational coordinators shall be compensated for coordinating duties by receiving 6 hours release time per year. Those coordinators with internship students will compute credit hour equivalency at the rate of .2 times the number of students enrolled.

C. Counselors' Work Load

The work load for Counselors shall be thirty-five (35) hours per week for the year.

D. Librarians' Work Load

The work load for Librarians shall be thirty-five hours per week for the year.

E. Para-Professional Employees

Para-professional employees to assist professional employees in classrooms and/or laboratories will be hired in the number required as determined by the Chairpersons of the Division and the Chief Academic Officer subject to limitations imposed by the budget. The employment of para-professional employees is not intended to place a limit on the work-study program of the college.

F. Division Chairpersons

Professional employees who also serve as Division Chairpersons shall teach 8-12 hours per semester with a maximum of 18 credit hours per year.

G. Special Assignments

If a professional employee has a teaching load below thirty (30) credit hours or its equivalent for both semesters, the Division Chairperson and the instructor may mutually arrange for the professional employee to perform assignments which will be in the area of the professional employee's expertise where the Division has a need. Such assignment shall be assigned on a non-discriminatory basis. A copy of the work schedule as approved by the Chairperson shall be provided for the Chief Academic Officer prior to the commencement of the assignment.

For each credit hour equivalency, the professional employee may be assigned up to ten (10) clock hours.

H. Professional Duty Day

The instructional day shall not exceed twelve (12) hours. Time between instructional days shall not be less than twelve (12) hours without written consent of the professional employee. The instructional day is the time from first instructional responsibility until the last instructional duty is finished.

I. Professional employees will be expected to devote full time to their positions with the college. No outside employment will be allowed which will interfere or conflict with the professional employee's scheduled classroom work or office hours, or any other college required schedules.

J. Work Year

No Professional Employee shall be required to work more than 182 days during the two semester school year.

No Professional Employee shall be required to work more than five (5) days during any one calendar week.

The academic calendar shall be mutually developed by the Chief Academic Officer and Faculty Senate, and presented to the Board for approval.

Article VIII. Contract Release and Liquidated Damages

On or before July 15th of any year, a professional employee who has either agreed to a contract with the District, or who by virtue of the Continuing Contract Law of the State of Kansas has a contract with the District, may be released from that contract by notifying, in writing, the Board of Trustees through the Office of the President of his or her desire for a release and by the payment to the District of the sum of two hundred fifty ($250.00) dollars.

If a professional employee desires a release from his or her contract after July 15th, but prior to the first reporting day of the school year, said professional employee shall request such release by written request to the Board of Trustees through the office of the President. The Board of Trustees may, but shall not be obligated to, grant said release. In the event the Board of Trustees shall grant said release, the professional employee shall pay to the District such sumns of money as the Board of Trustees shall determine under the circumstances of the case, but in no event shall said sum exceed five hundred ($500.00) dollars.

In the event a professional employee who is under the contract to the District fails to report for duty on the first duty day without prior consent of or a reasonable explanation to the President of the College, such failure to report shall be considered a breach of the contract by the professional employee, and said professional employee shall be terminated and shall pay to the district the sum of one thousand ($1,000.00) dollars as and for liquidated damages.

Article IX. Reduction in Force

A. Prior to recommending to the Board to reduce the number of professional employees, the administration shall attempt to provide the professional employee or employees with a full load as defined in the master contract's professional work load provisions by assigning the professional employee or employees any day or evening classes which are assigned to either part-time or interim employees. If a full load cannot be achieved in accordance with the provisions of Article VII (H) (professional duty day), said professional employee shall waive the provisions of Article VII (H) in order to achieve a full load.

B. When the Board of Trustees, in their sole judgment, deems it advisable to reduce the number of professional employees for any reason beyond the control of the professional employees, such reduction in force shall be carried out by non-renewing the contract of the professional employee or employees with the least continuous service with the Kansas City Kansas Community College within the discipline where the reduction is to be effected. Should two or more professional employees have equal periods of continuous service, the professional employee with the highest number of hours applicable to lateral movement on the salary schedule shall be retained.

C. Any professional employee whose contract is non-renewed pursuant to the provisions of paragraph B above shall have preference in connection with any future positons as a professional employee which may be available within said professional employee's discipline.

D. Should a laid off unit member be recalled during the next academic year, the unit member will be reimbursed by the College for his/her actual expense for participation in the College's insurance plans during the period of lay off the same as employed unit members. A laid off unit member and his/her family shall continue to be eligible for participation in the College's insurance plans at his/her own expense.

Article K. Compensation

1. The 1985-87 salary schedule (page 17) shall be based on an index using a $19,500 base salary (Class II Step 1) with 4% increments of base and 16 steps. Provided, however, that the 1986-87 school year there shall be added a Super Step. Advancement to the Super Step shall be determined as set forth below.

2. Advancement on the salary schedule toward the maximum shall be at the rate of one step per year of satisfactory service.

No professional employee shall advance more than one step per year.

3. There is no Kansas City Kansas Community College requirement of additional credit hours in order to advance each step on the salary schedule, however, each professional employee must take whatever courses are necessary, if any, to maintain his or her certification.

4. Overload pay shall be $275.00 per semester hour equivalent for the 1985-86 and 1986-87 school years.

5. Compensation for the 1986 and 1987 summer sessions shall be $400.00 per semester hour equivalent for members of the full time faculty.

6. Division Chairpersons shall receive an annual supplement to their salary in the amount of $500.00. All other co-curricular activities and assignments shall receive supplemental income of no less than 6% of the base salary (Class II Step 1).

7. Any professional employee who may work additional days outside the school year shall be compensated at the rate of $13.00 per hour.

8. A health and hospitalization program, dental insurance, and a $10,000 term life insurance policy will be provided by the District to all professional employees (employee only, not including family). This fringe benefit is in addition to salary applicable to professional employees as determined by the salary schedules.

9. Any Professional Employee who reaches the top step (Step 16), and who remaines on said step for a period of three consecutive years, shall be eligible for advancement to the Super Step. Advancement to the Super Step shall be conditional upon the Professional Employee receiving a recommendation of both the Professional Employee's division chairperson and the Dean of Instruction. In the event a Professional Employee is not recommended for advancement by either the division chairperson or the Dean of Instruction said Professional Employee shall have the right to appeal said decision to the President of the College, whose decision on the matter shall be final.

Article X.

KCKCC SALARY SCHEDULE for 1985-87

Steps	Class I Occupational Career	Class II Master's Degree	Class III Master's +15	Class IV Master's +30	Class V Master's +45	Class VI Doctorate Degree
1	17,550	19,500	20,475	21,450	22,425	24,375
2	18,330	20,280	21,255	22,230	23,205	25,155
3	19,110	21,060	22,035	23,010	23,985	25,935
4	19,890	21,840	22,815	23,790	24,765	26,715
5	20,670	22,620	23,595	24,570	25,545	27,495
6	21,450	23,400	24,375	25,350	26,325	28,275
7	22,230	24,180	25,155	26,130	27,105	29,055
8	23,010	24,960	25,935	26,910	27,885	29,835
9	23,790	25,740	26,715	27,690	28,665	30,615
10	24,570	26,520	27,495	28,470	29,445	31,395
11	25,350	27,300	28,275	29,250	30,225	32,175
12	26,130	28,080	29,055	30,030	31,005	32,955
13	26,910	28,860	29,835	30,810	31,785	33,735
14	27,690	29,640	30,615	31,590	32,565	34,515
15	28,470	30,420	31,395	32,370	33,345	35,295
16	29,250	31,200	32,175	33,150	34,125	36,075
S.S.*	30,030	31,980	32,955	33,930	34,905	36,855

Salary Schedule Index

Steps	Class I Occupational Career	Class II Master's Degree	Class III Master's +15	Class IV Master's +30	Class V Master's +45	Class VI Doctorate Degree
1	.90	1.00	1.05	1.10	1.15	1.25
2	.94	1.04	1.09	1.14	1.19	1.29
3	.98	1.08	1.13	1.18	1.23	1.33
4	1.02	1.12	1.17	1.22	1.27	1.37
5	1.06	1.16	1.21	1.26	1.31	1.41
6	1.10	1.20	1.25	1.30	1.35	1.45
7	1.14	1.24	1.29	1.34	1.39	1.49
8	1.18	1.28	1.33	1.38	1.43	1.53
9	1.22	1.32	1.37	1.42	1.47	1.57
10	1.26	1.36	1.41	1.46	1.51	1.61
11	1.30	1.40	1.45	1.50	1.55	1.65
12	1.34	1.44	1.49	1.54	1.59	1.69
13	1.38	1.48	1.53	1.58	1.63	1.73
14	1.42	1.52	1.57	1.62	1.67	1.77
15	1.46	1.56	1.61	1.66	1.71	1.81
16	1.50	1.60	1.65	1.70	1.75	1.85
S.S.*	1.54	1.64	1.69	1.74	1.79	1.89

Article XI. Miscellaneous

1. The terms and conditions of an interim Bargaining Unit Member to teach ten (10) semester hour equivalents or more in a semester shall be governed by this Master Contract, and his/her compensation shall be prorated on the appropriate step and class.
    a. for less than 13 hours the rate of one third (1/3) of the appropriate class and step in the 9 month salary schedule.
    b. for 13 hours or more, the rate of one half (½) of the appropriate class and step in the 9 month salary schedule.

2. All of the hours earned after the granting of the Master's Degree must be graduate hours unless undergraduate credit hours are approved by the President prior to enrollment. Also all hours counted for this purpose must be in the field of teaching or a closely allied field.

3. All five year programs such as that in library science, etc., shall be considered to fall in the Master's Degree category. Advancement to the Master's plus thirty category cannot, however, be achieved without first having received the Master's Degree.

4. New professional employees with a Master's Degree and previous teaching experience may be entered on the salary schedule no higher than Step 4 except with the approval of the Board of Trustees.

5. The normal academic teaching load shall be 13-17 semester hours, with a maximum of 30 in a two semester year. (See Master Contract, Articel VII).

MASTER CONTRACT 1985-86 and 1986-87

BETWEEN

BOARD OF TRUSTEES, Kansas City Kansas Community College

and

PROFESSIONAL EMPLOYEES, Kansas City Kansas Community College

approved and ratified this_____day of__________, 1985.

Walsh

for the Board of Trustees

Rowena Flanagan

for the Professional Employees

KANSAS CITY KANSAS COMMUNITY COLLEGE

GRIEVANCE FORM

Level Two - Chief Academic Officer

Submission of Grievance: This form must be completed in full and signed by the Grievant.

Grievant's Name________________________ Department________________________

Date alleged grievance occurred________________________

Date of Conference - Level One________________________

I. Statement of Grievance: Give a concise statement of the problem, citing the specific provision(s) of the contract, Board policy, administrative regulation or practice allegedly violated, misinterpreted, or misapplied.

II. Remedy: Specify the action sought to remedy the alleged problem.

____
Grievant's Signature

____
Date Submitted

Distribution: 1 copy to Chief Academic Officer 1 copy to Association President 1 copy to be retained by Grievant	Received by Chief Academic Officer: Date____________ Time____________

KANSAS CITY KANSAS COMMUNITY COLLEGE

GRIEVANCE FORM

Level Three - Faculty Senate or Faculty Unit Grievance Committee

(Attach copy of Formal Level One grievance and response)

I. I request that this grievance be transmitted to the (check one)

_________ Faculty Senate _______ Faculty Unit Grievance Committee

II. Why is grievance being appealed to Formal Level Three?

III. Remedy sought:

_______________________________ Grievant's Signature

_______________________________ Date

Distribution:
- 2 copies to the Association President
- 1 copy to Chief Academic Officer
- 1 copy to be retained by Grievant

Received by the Association President:

Date_________________ Time__________

KANSAS CITY KANSAS COMMUNITY COLLEGE

GRIEVANCE FORM

Level Four - College President

(Attach copy of Level Two grievance and responses and Level Three grievance and response)

I. Why is grievance being appealed to Formal Level Four?

II. Remedy sought:

Grievant's Signature

Date

Distribution:
1 copy to College President
1 copy to Association President
1 copy to be retained by Grievant

Received by College President:

Date______________ Time__________

LABETTE COMMUNITY COLLEGE

MASTER AGREEMENT

1984-1986

TABLE OF CONTENTS

TITLE PAGE

Preamble.............................. ii

Article I - Savings Clause............. 1

Article II - Recognition................ 1

Article III - Retained Rights of the Board.............................. 1-3

Article IV - Association and Member Rights............................ 3-5

Article V - Conditions of Employment.... 5-10

Article VI - Personnel Policies......... 10-14

Article VII - Resolving Grievances...... 14-23

Article VIII - Due Process for Contract Termination or Non-renewal......... 23

Article IX - Pay Day.................... 23

Article X - Payroll Deductions.......... 23

Article XI - Fringe Benefits............ 24-25

Article XII - Resignations.............. 25

Article XIII - Retirement.............. 26

Article XIV - Professional Compensation. 26-27

Article XV - Duration of Agreement...... 28

Appendix A
Instruction Salary Schedule,

Appendix B
Overload Salary Schedule................ 32

PREAMBLE

This agreement is between the Board of Trustees of the Labette Community College (hereinafter referred as the "Board") and the Labette Community College Faculty Association (hereinafter referred to as the "Association" as the representative of the Professional Employees (as defined in K.S.A. 72-5413), and hereinafter referred to as "Professional Employees" of the Labette Community College (hereinafter referred to as the "College").

ARTICLE I

Savings Clause

If any provision of this agreement or any application of this agreement to any Professional Employee is held to be contrary to law, then such provision or application shall not be deemed valid or subsisting, except to the intent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE II

Recognition

The Board hereby recognizes the Labette Community College Faculty Association as the exclusive negotiating representative of the professional personnel who are covered by the general salary schedule including all Professional Employees of Labette Community College, except administrative employees, in accordance with the provisions of the statutes of the State of Kansas.

ARTICLE III

Retained Rights of the Board

The Board shall operate and manage the College. It is understood that the rights of Professional Employees are set forth throughout the balance of the Agreement. Such rights shall not be abridged by this Retained Rights clause. However, subject only to the expressed limitations set forth elsewhere in this Agreement, the

Board shall hire and transfer Professional Employees; discipline, reprimand, suspend or discharge Professional Employees for just cause; lay off and recall Professional Employees; make administrative evaluation of Professional Employees; extend contracts; determine the number of Professional Employees to be used in any classification or activity; prepare, enter into and execute principal employment contracts between Professional Employees and the Board and such contracts shall include by reference this Agreement; prepare, enter into, and execute separate supplemental contracts; determine the period, curriculum and content of any school activity, the period, curriculum and content of any course with due regard for academic freedom of Professional Employees; establish or change rules, regulations and practices concerning operating and managing the College but which shall not set aside other terms of this Agreement; close down or move the College or any part thereof or curtail operations; establish new departments or operations and discontinue existing departments or operations, in whole or in part; determine the number and location of operations, services and courses; and otherwise, generally manage the College and direct the Professional Employees. The above rights are not all-inclusive, but enumerate by way of illustration the type of rights which belong to the Board. All other rights, powers, or authority which the Board had prior to the signing of the Agreement are retained by it, except those which have been specifically abridged, delegated, or modified by this Agreement; it being understood and agreed that nothing in this Agreement shall restrict or modify the rights and duties of the Board as provided by law.

ARTICLE IV

Association and Member Rights

A. Every Professional Employee shall have the right to form, join, or assist Professional Employees' organizations (the LCC Faculty Association), to participate in professional negotiations with the Board of Trustees through representatives of their own choosing for the purpose of establishing, maintaining, protecting, or improving terms and conditions of professional service. Professional Employees shall also have the right to refrain from any or all the foregoing activities. The Board undertakes and agrees that it will not directly or indirectly deprive, discourage, coerce, or harass any Professional Employee in the enjoyment of any right conferred by the laws of the State of Kansas or the Constitution of the State of Kansas and the United States.

B. The President of the College, upon request, shall provide the Association with public documents within his/her possession which will assist the

Association in developing intelligent, accurate, informed and constructive proposals, except that access to the budget shall be permitted only after the budget has been approved by the Board. The President of the College, within legal limits, shall also furnish upon request available information which may be necessary to process grievances under this Master Agreement period.

C. All personnel files pertaining to an individual Professional Employee, except material which the College receives from confidential sources such as college or non-college placement centers, shall be made available to the individual for inspection and to the Association upon request of the individual Professional Employee with the right to reproduce these documents.

D. The Faculty Senate, consisting of a minimum of five (5) Professional Employees elected by members of the Association and serving as the Executive Committee of the Association shall serve as the regular channel of communication between the Association, the Administration, and the Board. Furthermore, the Faculty Senate shall advise the President of the College and/or the Board on any matter of concern to the Association or the College. Such advice shall be given when the President or the Board requests it, but it may also be offered on the initiative of the faculty Senate.

E. The Faculty Senate, or any member of the Association duly designated by the Senate, shall be entitled to appear on the agenda of all Board meetings in a listing separate from all other listings. The Board may place any reasonable time limit it so desires on such appearances of the Faculty Senate or the duly designated representatives of the Association. Nothing in this section shall be construed to prevent Professional Employees, individually or in concert or through a representative (as stated above) they may choose, collectively or individually, from presenting or making known their positions and/or proposals to the Board of Trustees or other chief executive officer employed by the Board of Trustees.

F. Professional Employee contracts shall be filed according to academic year separate from the individual faculty personnel files.

ARTICLE V

Conditions of Employment

A. Each Professional Employee shall perform the duties and services necessary to the position for which employed, shall make and file reports required by the Board or President, shall cooperate with the Administration in the development and execution of the instructional program, and shall perform such other services as may be mutually agreed upon by the Administration and the Professional Employee.

B. Each Professional Employee shall endeavor to preserve in good condition and order the school buildings, grounds, furniture, apparatus, and such other property as may come under his/her immediate supervision.

C. Each Professional Employee shall attend faculty meetings called by the President or the Dean of Instruction. At the beginning of each semester one or two dates within each month of the semester will be reserved for faculty meetings. In the event that additional meetings must be scheduled or prescheduled meeting dates changed, the Professional Employees unable to attend the meeting because of their own previously scheduled commitments must notify, at the earliest possible date, the office of the administrator who scheduled the meeting.

D. Full Time Work Load

A full time work load shall be established for each Professional Employee and non-teaching Professional Employee for each semester. This work loan shall be determined by the Administration after consultation with the advice from the Professional Employee and Dean of Instruction. Recommendations for a work load will take into consideration the following:

1. Contact Hours
2. Number of Preparations
3. New Course Assignments
4. Number of Students
5. Night Classes
6. Classes outside of Parsons (mileage, travel time, etc.)

E. Non-teaching assignments shall be as follows:

   1. Committees

      Assignments of Professional Employees to student service committees shall be the responsibility of the Administration. Assignments should be equalized as nearly as possible.

   2. Extra-curricular

      a. Sponsorship of student non-classroom organizations shall be on a voluntary basis. In the absence of volunteers, the Administration would assume the responsibility of assigning sponsors.

      b. Assignments to student non-classroom activities which are sponsored by the College shall be made by the Administration on the roster basis.

F. Each Professional Employee shall make available official transcripts of all his/her academic records.

G. Each Professional Employee shall make available:

1. Application and/or placement records with applicable.
2. Copies of any reports and recommendations concerning Professional Employees professional competence.
3. Personal data sheet.

H. Each Professional Employee shall notify the Dean of Instruction's office as far in advance as possible in case of his/her absence. If a substitute is required, the Professional Employee will confer with the substitute concerning classwork to be assigned during the absence.

I. Each Professional Employee should have an up-to-date syllabus for each course taught. The syllabus should contain a general description of the course, objectives (general and performance goals -- at least one behavioral for each general objective), primary references, general outline, methods and procedures, materials to be used, and evaluation procedure. A copy of the syllabus should be given to each student at the beginning of the course. Also, an up-to-date copy shall be on file in the library and the Dean of Instruction's office.

J. Outside Employment

Full time Professional Employees and non-teaching Professional Employees are expected to render full time and attention to the assignment for which they are employed by the College. A condition of employment is the recognition on the part of each individual member that his/her loyalty to the College is undivided and his/her cooperation is assured. It is also understood that there are extra-class duties and responsibilities, including participation in certain College activities. This precludes the acceptance of any outside employment or responsibilities which might make it impossible for the individual member to devote full time and attention to the assignment for which he/she is employed by the College. Participation in such outside employment must have prior approval of the Board. Request for such activities must be made in writing to the Board.

K. Physical Examinations

Only those Professional Employees who by the nature of their job responsibilities are required to maintain physical examination records will be required to do so. The frequency of such examinations shall be determined by the requirements of the job description to be determined by the Dean of Instruction.

L. Faculty Office Hours

It is required that Professional Employees schedule a minimum of 10 hours in their offices each week to be available to advisees or other students seeking help and an additional unposed 5 hours on campus for the same purpose.

M. Any provision in this Agreement may be changed during the term of this Agreement if both parties agree to open the Agreement and make such changes.

ARTICLE VI

Personnel Policies

A. Leave for Attending Professional Meetings

State colleges and universities often conduct one or two day workshops or training sessions in various subject matter fields. Leave for attending these meetings shall be granted to the Professional Employee upon prior arrangement with the appropriate Dean.

1. Professional meetings attended should be related to individual subject matter areas. Such meetings are important:
    a. To keep up with current trends in the individual teaching fields in areas of new materials and new ideas.

b. To insure better correlation between community college transfer credits and state college and university requirements.

c. To find possible solutions to common teaching problems.

d. To provide opportunities to hear authorities in the individual teaching field.

2. Days allowed for such meetings shall not exceed four days per year in addition to the Kansas Association of Community College meetings -- not to accumulate.

3. Arrangements will be made with the Administration for reimbursement for mileage and expenses incurred in attending professional meetings other than Kansas Higher Education Association meetings.

B. Release Time for Curriculum Development

Time shall be set aside for departmental use in developing and planning the department's curriculum. Release time for professional meetings, visitation of other schools, and other professional reasons shall be given upon recommendation of the President of the College with discretion.

C. Personal Leave

Leave of absence shall be granted for personal business, impassable roads, community affairs, and court summons upon approval of the Administration. A Professional Employee may be absent three days each year, without any salary deductions, for personal business upon consent of the Administration. Request for such leave should be made in writing one day in advance if possible. These days are not to accumulate.

D. Military Leave

Both parties agree to abide by all valid applicable laws related to military service.

E. Sick Leave

Sick leave benefits are extended to all Professional Employees covered by this Master Agreement. Sick leave is defined as days of absence for illness or injury of the Professional Employee, including the time during which the Professional Employee is physically unable to perform normal work assignments because of child-bearing. Payment for sick leave shall be subject, when requested by the Board, to medical certification from the Professional Employee's medical or osteopathic physician (or the medical or osteopathic physician of the Board, at its option) for any absence of five or more consecutive days.

Professional Employees who are absent because of illness or injury covered by Workmen's Compensation shall receive an amount equal to the combination of Workmen's Compensation disability benefits and sick leave benefits which equal a regular day's pay. The amount of sick leave charged against accumulated sick leave shall be in the same proportion as the amount of sick leave compensation received is to the Professional Employees regular full-time pay, to be computed to the nearest 1/8 of a day for each such day of absence. The term "days" as used herein is defined as days on which the employee drawing sick leave would normally have reported for work. Each regularly employed Professional Employee shall start each school year with 10 full days of sick leave credit with full pay, and days not used shall accumulate to 30 days.

After 30 days have been accumulated at the end of a contract year, all accumulating factors are eliminated, and 60 days sick leave will be granted in each succeeding contract year. Up to 5 days of the sick leave benefits may be used for illness or death in the immediate family (husband, wife, father, mother, brother, sister, children, brother-in-law, sister-in-law, father-in-law, mother-in-law, grandmother, grandfather), or any relative/individual living in the employees household.

Employees who find that they are unable to be present to discharge their assigned duties will call the office of the appropriate Dean as far in advance as possible.

In all cases, unused accumulated sick leave will be canceled when employment with the College is terminated and will not be compensated for in terminal pay. Persons injured on the job must file Workmen's Compensation forms where this applies.

Sick leave policy will be in effect for part-time employees, but prorated on the basis of contracted time of instruction.

In unusual circumstances, the final decisions shall be made by the President of the College and the Board of Trustees.

ARTICLE VII

Resolving Grievances

A. Declaration of Purpose

Every school system has grievances. If allowed to go unresolved they have a damaging effect on teaching efficiency. They normally arise from misunderstanding rather than from bad intention. A good procedure for resolving them is of extreme value to the College and to the community it serves.

B. Definitions

1. A "Grievance" is a complaint by a Professional Employee or a group of Professional Employees based on an alleged violation, misrepresentation or misapplication by the College of this Agreement or any Board Policy or Administrative Regulations affecting the terms and conditions of professional service of the Professional Employees which are required to be negotiated under Kansas State law.
2. The term "Professional Employee" may include a group of Professional Employees who are similarly affected by a grievance.
3. An "aggrieved person" shall mean the person or persons making the complaint.
4. A "party in interest" shall mean the person or persons making the complaint and/or any person who might be required to take action or against whom action might be taken in order to resolve the grievance.
5. The term "days" except when otherwise indicated, shall mean working days.

C. Procedures

1. Level One

   The aggrieved person should request an informal conference with the appropriate Dean within 10 days after he/she becomes aware of the grievance. At this conference the aggrieved person may be accompanied by a representative of the Association's Grievance Committee. Such representative may serve as spokesperson for the aggrieved person. The purpose of these informal meetings is to give the appropriate Dean the opportunity to resolve the grievance in an informal way.

2. Level Two

If the aggrieved person has been unable to get a conference with the Dean within 10 days of the request, or having had the conference, has not found a solution to the grievance, he/she shall ask the assistance of a representative of the Association's Grievance Committee, and prepare a written statement of the grievance within 10 days after failure to find a satisfactory informal solution in the Dean's office. One copy shall be delivered to the Dean's office, one to the Association's Grievance Committee Chairperson, and one should be kept by the aggrieved person. Within 10 days after delivery of the formal grievance at the office of the Dean, the Dean or his/her representative shall deliver to the Professional Employee in writing, the decision of the College with respect to the grievance, deliver a copy to the Association's Grievance Committee Chairperson and retain one copy for his/her own file. Such decision shall include appropriate supporting evidence and reasons for the decision. Failure of the Dean to make delivery of the decision of the College within 10 days shall constitute admission of the correctness of the claims made in grievance, and assurance that appropriate corrections will be made within 10 more days.

3. Level Three

If no written notice of appeal of this decision from the appropriate Dean has been received by the President within 10 days after receipt of the Dean's decision in Level Two, then no further consideration of the matter will be made by the Administration. If the decision of the College as expressed by the Dean in Level Two is not satisfactory to the aggrieved Professional Employee, the Association's Grievance Committee shall cause to be made objective findings of fact relating to the grievance. The Association's Grievance Committee which serves in the sole of advocate, shall make careful evaluation of the grievance in the light of the findings. Based on the findings, the Association's Grievance Committee will counsel the aggrieved Professional Employee either to accept the decision of the College as indicated by the Dean, or to appeal that decision to the President. If the appeal to the President is chosen, such aggrieved person or a representative of the Association's Grievance Committee shall file a written notice of appeal of the decision at Level Two with the President within 10 days after receipt of the decision from the Dean. The President shall review the grievance. The President may request a meeting with the grievee in order to resolve the grievance on an informal basis. The decision of the President will be issued to the Board, the Association's Grievance Committee and to the aggrieved person within 10 days after receipt of the appeal to the President's level. The Grievance Committee at this time will decide upon whether or not to appeal the grievance to the Board.

4. Level Four

If the appeal to the Board is chosen, such appeal shall be filed with the Board within 10 days of receipt of the decision of the College from the President. Such aggrieved person or a representative of the Association's Grievance Committee shall file a written notice of appeal of the decision at Level Two and Three with the Board Chairperson. Within 10 days after receipt of the appeal, the Board shall set a date for a hearing and notify the aggrieved person and the Association's Grievance Committee and all other parties in interest of said date. Hearing on said grievance shall be held within 10 days of the issuance of said notice whether by the Board or a duly authorized committee consisting of not less than three members thereof. The Board and/or its committee shall render a decision in writing to the aggrieved person and the Association's Grievance Committee within 10 days after the conclusion of the hearing.

5. Level Five

If the Board's determination of the grievance at Level Four is based on the Board's application and interpretation of the Master Agreement as it pertains to said grievance, and the Association is not satisfied with the Board's interpretation and application of the

Master Agreement, the Association may submit grievance to final and binding arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association. If the demand or arbitration is not filed with the President or his/her representative within 10 days of the date when the Board rendered its written decision, the grievance shall be deemed withdrawn. Request for arbitration will be made to the Kansas State Board of Education or the American Association of Arbitrators. If the request is made to the Kansas State Board of Education, the Commissioner of Education shall submit a panel of 5 arbitrators to a meeting of the parties which will be given alternate opportunities to strike two names. The remaining arbitrator will arbitrate the grievance.

The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Master Agreement.

The decision of the arbitrator shall be final and binding upon all parties.

The costs for the services of the arbitrator, including expenses, if any, will be borne equally by the Board and the Association.

D. General Rules

1. It is the policy of the Board to assure to every Professional Employee the opportunity to have the unobstructed use of this grievance procedure without fear of reprisal or prejudice in any manner.
2. The purpose of these proceedings is to secure equitable solutions to grievances of Professional Employees and nonteaching faculty.
3. If any person is a party in interest to any grievance, such person is disqualified from exercising the judicial function in attempts to resolve the grievance.
4. Since the resolving of grievances should be expedited as much as possible, the time limit at each level shall be regarded as maximum and every effort should be made to use fewer than the maximum number of days. Time limits, however, may be extended by mutual agreement when circumstances justify doing so.
5. All documents, communications and records dealing with the processing of grievances shall be filed by the College separately from

the personnel files of the parties in interest.

6. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other documents which are necessary, shall be provided by the Association.

7. No Professional Employee shall be required to discuss any grievance when the Association representative is not present.

8. The Board will cooperate with the Association in the investigation of a grievance and furnish such information within legal limits as is requested for the processing of any grievance.

9. Should the investigation or processing of any grievance require that a Professional Employee or Association representative be absent from his regular assignment, he shall be released without loss of pay or benefits.

10. Grievances filed toward the close of the school year shall be expedited insofar as is reasonably possible, with the intention to complete the processing before the close of the school year. If completion cannot be accomplished, the processing will be

re-established at the beginning of the new school year.

ARTICLE VIII

Due Process for Contract Termination or Non-renewal

Due process procedure is established for full-time Professional Employees by K.S.A. 1974 Supp. 72-5436 to 72-5440, 72-5442, 72-5443 and 72-5445, as amended by Senate Bill No. 460. A copy of the Act is kept by the Faculty Senate, and the Dean of Financial Services.

ARTICLE IX

Pay Day

Pay Day is the 20th of each month. If the 20th falls on Saturday or Sunday, pay day will be the preceding work day.

ARTICLE X

Payroll Deductions

Payroll deductions are to be made for federal and state income tax, retirement, social security, tax-sheltered annuities, group health insurance, and KNEA/KHEA Association dues; provided, the Professional Employee presents appropriate signed authorizations for such deductions to the Business Office when required by the College.

ARTICLE XI

Fringe Benefits

A. Health Insurance

Group health insurance will be provided through the Kansas Blue Cross/Blue Shield Insurance Company, unless another carrier is mutually agreed upon by the Association and the Trustees. Effective September 1, 1984, the Board shall pay a maximum of $115.48 per month toward the cost of a single premium for each full-time Professional Employee whose contract is signed by the Chairperson of the Board of Trustees. Effective September 1, 1985, the Board shall pay a maximum of $130.00 per month toward the cost of a single premium for each full-time Professional Employee whose contract is signed by the Chairperson of the Board of Trustees.

B. Professional Employee Grants in Aid

The Board will grant full Grants in Aid to the Professional Employee, to the spouse, and to dependent children. Terms of this Grant in Aid are:

1. That the Professional Employee must live in Labette County; and
2. Regular enrolled students shall take precedence over any Professional Employee if the class is full.

C. Fringe Benefit Pool

The Board of Trustees shall provide a plan which includes tax sheltered annuities, term life insurance or disability insurance to those Professional Employees who choose not to participate in the group medical insurance plan set forth in "A" above. The amount contributed monthly by the Board will be the same as that provided in part "A" above.

Application to participate in any one of the three plans offered shall be made to the Business Office on or before September 1 of each year. Funds accumulated through the tax sheltered annuity program may in the event of a change of employment be transferred to an I.R.A. but may not be withdrawn from the program prior to retirement or death and such programs shall comply with other provisions set forth by the Internal Revenue Service and the Social Security Administration.

ARTICLE XII

Resignations

A Professional Employee not planning to return in the fall will notify the President's Office, preferably in writing, no later than May 15th. However, if a Professional Employee knows he/she will not return in the fall, it would be helpful if he/she would notify the President's Office in advance of May 15 in order to allow time to secure a suitable replacement.

ARTICLE XIII

Retirement

There shall be mandatory retirement at age 70 years; the Professional Employee shall finish out the term in which he or she becomes 70 years of age.

ARTICLE XIV

Professional Compensation

A. Salary for Professional Employees covered by this Master Agreement shall be in accordance with the current salary schedule as set forth in Appendix A. In order to qualify for salary increases, the Professional Employee must present a transcript to the Dean of Instruction at any time prior to the beginning of each contract year. In order to count hours above the MS degree, they must be in the field of the academic major or with the approval of the administration.

B. If a Professional Employee, who has a full-time work load, accepts a request to teach an overload, his/her remuneration shall be determined by one of the following:

1. If the class that is offered for College credit produces adequate financial income to the College as determined by the Administration, then the Professional Employee shall receive remuneration as per credit hour taught as indicated in the current salary schedule as set forth in Appendix B.

2. If the class that is offered for College credit does not produce adequate financial income to the College, then the Professional Employee shall receive prorated remuneration per credit hour taught as indicated in the current salary schedule as set forth in Appendix B.

3. If the class is offered for non-college credit, then the Professional Employee may negotiate the amount of the remuneration to be received for each contract hour taught.

C. With respect to numbers one (1) and two (2) above, the initial meeting of the class should be strictly an organization meeting and the responsibility of the Administration in order to determine the amount of remuneration to be paid to the Professional Employee.

ARTICLE XV

DURATION OF AGREEMENT

This Master Agreement shall become effective on the first day of the 1984-85 school year and shall remain in effect throughout the 1984-85 and 1985-1986 school years and shall not be subject to negotiations during this period of time.

IN WITNESS WHEREOF, the parties have executed this Master Agreement this 10th day of May, 1984.

BOARD OF TRUSTEES
Pat Wogan
Chairperson

Clerk

FACULTY ASSOCIATION
Robert W. Barrett
President

Secretary

PROPOSED
LABETTE COMMUNITY COLLEGE
INSTRUCTION SALARY SCHEDULE
1984-85

STEPS	BS or BA	INDEX	BS or BA +15	INDEX	MS OR MA	INDEX	MS or MA +15	INDEX	MS or MA +30	INDEX	MS or MA +45/Spec	INDEX	PhD or EdD	INDEX
1.	14,456	.920	15,084	.960	15,713	1.000	16,342	1.040	16,970	1.080	17,599	1.120	18,227	1.160
2.	15,084	.960	15,713	1.000	16,342	1.040	16,970	1.080	17,599	1.120	18,227	1.160	18,856	1.200
3.	15,713	1.000	16,342	1.040	16,970	1.080	17,599	1.120	18,227	1.160	18,856	1.200	19,484	1.240
4.	16,342	1.040	16,970	1.080	17,599	1.120	18,227	1.160	18,856	1.200	19,484	1.240	20,113	1.280
5.	16,970	1.080	17,599	1.120	18,227	1.160	18,856	1.200	19,484	1.240	20,113	1.280	20,741	1.320
6.	17,599	1.120	18,227	1.160	18,856	1.200	19,484	1.240	20,113	1.280	20,741	1.320	21,370	1.360
7.					19,484	1.240	20,113	1.280	20,741	1.320	21,370	1.360	21,998	1.400
8.					20,113	1.280	20,741	1.320	21,370	1.360	21,998	1.400	22,627	1.440
9.					20,741	1.320	21,370	1.360	21,998	1.400	22,627	1.440	23,255	1.480
10.							21,920	1.395	22,548	1.435	23,177	1.475	23,805	1.515
11.							22,470	1.430	23,098	1.470	23,727	1.510	24,355	1.550
12.							23,020	1.465	23,648	1.505	24,277	1.545	24,905	1.585
13.							23,570	1.500	24,198	1.540	24,827	1.580	25,455	1.620
14.							24,119	1.535	24,748	1.575	25,377	1.615	25,691	1.655
15.							24,669	1.570	25,298	1.610	25,926	1.650	26,555	1.690
16.							25,219	1.605	25,848	1.645	26,476	1.685	27,105	1.725
17.							25,769	1.640	26,398	1.680	27,026	1.720	27,655	1.760
18.									26,948	1.715	27,576	1.755	28,205	1.795

The above salary schedule is for a contract period of 175 contract days.

PROPOSED
LABETTE COMMUNITY COLLEGE
INSTRUCTION SALARY SCHEDULE

1985-86

STEPS	BS or BA	INDEX	BS or BA +15	INDEX	MS OR MA	INDEX	MS or MA +15	INDEX	MS or MA +30	INDEX	MS or MA +45/Spec	INDEX	PhD or EdD	INDEX
1.	15,598	.920	16,276	.960	16,954	1.000	17,632	1.040	18,310	1.080	18,988	1.120	19,667	1.160
2.	16,276	.960	16,954	1.000	17,632	1.040	18,310	1.080	18,988	1.120	19,667	1.160	20,345	1.200
3.	16,954	1.000	17,632	1.040	18,310	1.080	18,988	1.120	19,667	1.160	20,345	1.200	21,023	1.240
4.	17,632	1.040	18,310	1.080	18,988	1.120	19,667	1.160	20,345	1.200	21,023	1.240	21,701	1.280
5.	18,310	1.080	18,988	1.120	19,667	1.160	20,345	1.200	21,023	1.240	21,701	1.280	22,379	1.320
6.	18,988	1.120	19,667	1.160	20,345	1.200	21,023	1.240	21,701	1.280	22,379	1.320	23,057	1.360
7.					21,023	1.240	21,701	1.280	22,379	1.320	23,057	1.360	23,736	1.400
8.					21,701	1.280	22,379	1.320	23,057	1.360	23,736	1.400	24,414	1.440
9.					22,379	1.320	23,057	1.360	23,736	1.400	24,414	1.440	25,092	1.480
10.							23,651	1.395	24,329	1.435	25,007	1.475	25,685	1.515
11.							24,244	1.430	24,922	1.470	25,601	1.510	26,279	1.550
12.							24,838	1.465	25,516	1.505	26,194	1.545	26,872	1.585
13.							25,431	1.500	26,109	1.540	26,787	1.580	27,465	1.620
14.							26,024	1.535	26,703	1.575	27,381	1.615	28,059	1.655
15.							26,618	1.570	27,296	1.610	27,974	1.650	28,652	1.690
16.							27,211	1.605	27,889	1.645	28,567	1.685	29,246	1.725
17.							27,805	1.640	28,483	1.680	29,161	1.720	29,839	1.760
18.									29,076	1.715	29,754	1.755	30,432	1.795

The above salary schedule is for a contract period of 175 contract days.

LABETTE COMMUNITY COLLEGE FACULTY ASSOCIATION

Proposed Changes for the 1987-88 and 1988-89 Contract

1. Article XV (Duration of Agreement) page 28

   This Master Agreement shall become effective on the first day of the 1987-88 school year and shall remain in effect throughout the 1988-89 school year and shall not be subject to negotiations during this period of time.

2. Appendix A (Labette Community College Instruction Salary 1986-87) page 29

   We propose to withdraw this item from negotiations.

3. Article VI (Personnel Policies) Section E Sick Leave Paragraph 5 page 14

   We propose to withdraw this item from negotiations.

4. Article XI (Fringe Benefits) Section A Health Insurance page 24

   We propose to withdraw this item from negotiations.

   NUMBERS 5 THROUGH 7--No proposals submitted.

8. Appendix A (Labette Community College Instruction Salary 1986-87) page 29

   We propose to accept the Board of Trustees' final offer of a 2.5 percent increase for the 1987-88 contract year which includes 1.4 percent on the base and 1.1 percent as a step increase for those qualified.

   We propose that an increase to the base salary of 4.7 percent be made for the 1988-89 contract year plus the regular step increases for those who qualify. We also propose to change the salary schedule index starting at Step 10--MS + 15, MS + 30, MS + 45, and PhD--and continue the indexing of the entire schedule by increments of .040 for the 1988-89 contract year. (See attached salary schedules.)

9. Article V (Conditions of Employment) Section D: Full Time Work Load, Subsection 1. Contact hours page 7

   We propose to withdraw this item with the understanding that Section D of the Master Agreement outlines the work load of faculty members.

10. Appendix B (Overload Salary Schedule) page 30

    We propose to withdraw this item from negotiations.

11. Article VI (Personnel Policies) page 10

    We propose to withdraw this item from negotiations.

12. Article XIV (Professional Compensation) Section B page 26

We propose to withdraw this item from negotiations.

13. Appendix A (Labette Community College Instruction Salary 1986-87) page 29

This item has been previously agreed to.

14. Article XI (Fringe Benefits) Section B: Professional Employee Grants in Aid page 24

This item has been previously agreed to.

15. Title page/table of contents

We propose to make any date/page number/table of contents changes that may result to accommodate any mutual agreements in the Master Agreement.

This item has been previously agreed to.

16. Article XIII (Retirement)

We agree to the Board's proposal concerning this item.

Labette Juco

1987-88 Contract

18058 Base rate ALT P to print
0.040 Base Index ALT I to input new values
0.005 Index Reduction

STEP	BS or BA	Index	BS+15	Index	MS	Index	MS +15	Index	MS+30	Index	MS+45	Index	PhD	Index
1	16,613	0.920	17,336	0.960	18,058	1.000	18,780	1.040	19,503	1.080	20,225	1.120	20,947	1.160
2	17,336	0.960	18,058	1.000	18,780	1.040	19,503	1.080	20,225	1.120	20,947	1.160	21,670	1.200
3	18,058	1.000	18,780	1.040	19,503	1.080	20,225	1.120	20,947	1.160	21,670	1.200	22,392	1.240
4	18,780	1.040	19,503	1.080	20,225	1.120	20,947	1.160	21,670	1.200	22,392	1.240	23,114	1.280
5	19,503	1.080	20,225	1.120	20,947	1.160	21,670	1.200	22,392	1.240	23,114	1.280	23,837	1.320
6	20,225	1.120	20,947	1.160	21,670	1.200	22,392	1.240	23,114	1.280	23,837	1.320	24,559	1.361
7					22,392	1.240	23,114	1.280	23,837	1.320	24,559	1.360	25,281	1.400
8					23,114	1.280	23,837	1.320	24,559	1.360	25,281	1.400	26,004	1.440
9					23,837	1.320	24,559	1.360	25,281	1.400	26,004	1.440	26,726	1.480
10							25,191	1.395	25,913	1.435	26,636	1.475	27,358	1.515
11							25,823	1.430	26,545	1.470	27,268	1.510	27,990	1.550
12							26,455	1.465	27,177	1.505	27,900	1.545	28,622	1.585
13							27,087	1.500	27,809	1.540	28,532	1.580	29,254	1.620
14							27,719	1.535	28,441	1.575	29,164	1.615	29,886	1.655
15							28,351	1.570	29,073	1.610	29,796	1.650	30,518	1.690
16							28,983	1.605	29,705	1.645	30,428	1.685	31,150	1.725
17							29,615	1.640	30,337	1.680	31,060	1.720	31,782	1.760
18									30,969	1.715	31,692	1.755	32,414	1.795

[illegible]

1988-89 Contract

18907 Base rate
0.040 Base Index
0.000 Index Reduction

ALT P to print
ALT I to input new values

STEP	BS or BA	Index	BS+15	Index	MS	Index	MS +15	Index	MS+30	Index	MS+45	Index	PhD	Index
1	17,394	0.920	18,151	0.960	18,907	1.000	19,663	1.040	20,420	1.080	21,176	1.120	21,932	1.160
2	18,151	0.960	18,907	1.000	19,663	1.040	20,420	1.080	21,176	1.120	21,932	1.160	22,688	1.200
3	18,907	1.000	19,663	1.040	20,420	1.080	21,176	1.120	21,932	1.160	22,688	1.200	23,445	1.240
4	19,663	1.040	20,420	1.080	21,176	1.120	21,932	1.160	22,688	1.200	23,445	1.240	24,201	1.280
5	20,420	1.080	21,176	1.120	21,932	1.160	22,688	1.200	23,445	1.240	24,201	1.280	24,957	1.320
6	21,176	1.120	21,932	1.160	22,688	1.200	23,445	1.240	24,201	1.280	24,957	1.320	25,714	1.360
7					23,445	1.240	24,201	1.280	24,957	1.320	25,714	1.360	26,470	1.400
8					24,201	1.280	24,957	1.320	25,714	1.360	26,470	1.400	27,226	1.440
9					24,957	1.320	25,714	1.360	26,470	1.400	27,226	1.440	27,982	1.480
10							26,470	1.400	27,226	1.440	27,982	1.480	28,739	1.520
11							27,226	1.440	27,982	1.480	28,739	1.520	29,495	1.560
12							27,982	1.480	28,739	1.520	29,495	1.560	30,251	1.600
13							28,739	1.520	29,495	1.560	30,251	1.600	31,007	1.640
14							29,495	1.560	30,251	1.600	31,007	1.640	31,764	1.680
15							30,251	1.600	31,007	1.640	31,764	1.680	32,520	1.720
16							31,007	1.640	31,764	1.680	32,520	1.720	33,276	1.760
17							31,764	1.680	32,520	1.720	33,276	1.760	34,033	1.800
18									33,276	1.760	34,033	1.800	34,789	1.840

PROPOSED
LABETTE COMMUNITY COLLEGE
INSTRUCTION SALARY SCHEDULE
1986-1987

STEPS	BS or BA	INDEX	BS or BA +15	INDEX	MS or MA	INDEX	MS or MA +15	INDEX	MS or MA +30	INDEX	MS or MA +45/Spec	INDEX	PhD or EdD	INDEX
1.	16,378	.920	17,090	.960	17,802	1.000	18,514	1.040	19,226	1.080	19,938	1.120	20,650	1.160
2.	17,090	.960	17,802	1.000	18,514	1.040	19,226	1.080	19,938	1.120	20,650	1.160	21,362	1.200
3.	17,802	1.000	18,514	1.040	19,226	1.080	19,938	1.120	20,650	1.160	21,362	1.200	22,074	1.240
4.	18,514	1.040	19,226	1.080	19,938	1.120	20,650	1.160	21,362	1.200	22,074	1.240	22,787	1.280
5.	19,226	1.080	19,938	1.120	20,650	1.160	21,362	1.200	22,074	1.240	22,787	1.280	23,499	1.320
6.	19,938	1.120	20,650	1.160	21,362	1.200	22,074	1.240	22,787	1.280	23,499	1.320	24,211	1.360
7.					22,074	1.240	22,787	1.280	23,499	1.320	24,211	1.360	24,923	1.400
8.					22,787	1.280	23,499	1.320	24,211	1.360	24,923	1.400	25,635	1.440
9.					23,499	1.320	24,211	1.360	24,923	1.400	25,635	1.440	26,347	1.480
10.							24,834	1.395	25,546	1.435	26,258	1.475	26,970	1.515
11.							25,457	1.430	26,169	1.470	26,881	1.510	27,593	1.550
12.							26,080	1.465	26,792	1.505	27,504	1.545	28,216	1.585
13.							26,703	1.500	27,415	1.540	28,127	1.580	28,839	1.620
14.							27,326	1.535	28,038	1.575	28,750	1.615	29,462	1.655
15.							27,949	1.570	28,661	1.610	29,373	1.650	30,085	1.690
16.							28,572	1.605	29,284	1.645	29,996	1.685	30,708	1.725
17.							29,195	1.640	29,907	1.680	30,619	1.720	31,332	1.760
18.									30,530	1.715	31,243	1.755	31,955	1.795

The above salary schedule is for a contract period of 175 contract days.

Appendix A

AGREEMENT BETWEEN THE
BOARD OF TRUSTEES OF THE PRATT COMMUNITY COLLEGE
AND THE
PRATT HIGHER EDUCATION ASSOCIATION

For the academic years
1986-1987 through 1987-1988

INTRODUCTION

The Board of Trustees of the Pratt Community College (hereinafter referred to as the "Board") and the Pratt Higher Education Association (hereinafter referred to as the "Association") as representatives of the professional employees (as defined in K.S.A. 72-5413, and hereinafter referred to as "Professional Employees") of The Pratt Community College (hereinafter referred to as the "College"), enter into this Agreement covering the following terms and conditions of professional service for the academic years 1986-1987 and 1987-1988.

ARTICLE I

ACADEMIC YEAR CONTRACT

A. The normal academic year contracts will consist of a maximum of 175 days, one day of which will be designated as an institutional service day. The Board and any Professional Employee may mutually agree to additional working days, including the nature of the services to be performed and the terms of remuneration. The Board shall establish the working days, which will not include the following holidays:

Thanksgiving and the day after Thanksgiving
Christmas Eve Day and Christmas Day
New Years Day
Good Friday
Memorial Day
Independence Day
Labor Day

and also will not include holiday leave between Christmas Day and New Years Day. Academic Olympics Day will not be scheduled during a vacation or holiday leave period. See Exhibit C.

ARTICLE II

PROBATIONARY STATUS

A. All individuals who have been actively employed as Professional Employees by the College before July 1, 1986, together with all individuals who have become actively employed as Professional Employees by the College after July 1, 1986, but who have completed the years of employment requirements in any school district, area vocational-technical school or community college in this State as provided by Sections 1, 2 or 3 of K.S.A. 72-5445(a) shall be deemed to be in a probationary status during their first two (2) consecutive years of full-time employment at the College.

B. All individuals who have become actively employed as Professional Employees by the College after July 1, 1986, who have not completed the years of employment requirements in any school district, area vocational-technical school or community college in this State as provided by Sections 1, 2 or 3 of K.S.A. 72-5445(a) shall be deemed to be in a probationary status during their first three (3) consecutive years of full-time employment at the College.

C. Any contract with any such employee may or may not be renewed as the Board shall determine without further liability to either party. The reasons for the non-renewal shall be left to the discretion of the Board and shall not be subject to challenge, except that its decision shall not be based on legally impermissible grounds. In the event of non-renewal, the Board, or its authorized representative, shall so notify the probationary employee in writing on or before April 10.

D. A Professional Employee on probationary status shall have no seniority rights but shall be entitled during the employment to the same economic benefits that are provided for other Professional Employees, unless otherwise set forth.

ARTICLE III

SALARY

A. The Board reserves the right to make final decisions in matters relating to salary and placement on the salary schedule (marked Exhibit A attached), including the right to pay any or all Professional Employees in excess of the schedule as part of initial placement and to deny or prorate increments based upon financial conditions as provided by statute. Subject to these provisions, the following procedure will be followed:

1. Placement of New Professional Employees - New Professional Employees shall be evaluated by the Administration and placed in the position found appropriate by them on the salary schedule on the basis of training, experience and the market.

2. Advancement by Academic Attainment - Professional Employees shall advance to their level of academic attainment as shown on the attached schedule approved by the Administration, provided they have stated their intention by June 1 to complete such additional graduate work and submit evidence of completion of such work to the President's office before August 15 of the year for which such pay is sought. To be counted for salary purposes, credit hours earned after the Masters Degree must be graduate credit hours and in the Professional Employee's academic field unless undergraduate credit hours or hours outside of the Professional Employee's academic field are recommended and approved by the Administration.

3. Advancement by Length of Service - Professional Employees shall advance each year according to length of service with the College as shown on the attached salary schedule.

4. Adult and Continuing Education

   a. Professional Employees shall have the first opportunity to teach the 15 weeks of scheduled continuing and adult education courses offered on campus. They will be notified of these offerings by mail, and the offerings will be posted on campus at the earliest possible time. Professional Employees desiring to teach these courses must respond to Administration within ten (10) days of notification.

   b. Professional Employees who teach adult and continuing education courses outside the county of Pratt shall be reimbursed at a rate of $10 per credit hour in excess of the normal compensation for such classes.

5. Compensation for Video Tape Courses - A Professional Employee shall receive $150.00 per credit hour for developing materials, making tapes, and conducting a course to be recorded on video tape. If for any reason the Professional Employee cannot make all of the video tapes necessary or conduct the course during its initial presentation, adjustments in compensation can be made at the rate of $10.00 per instructional or taped hour. Compensation for teaching the second and subsequent presentations of a video tape course shall be $75.00 per credit hour.

6. Overload Compensation - A Professional Employee who teaches in excess of the normal professional load or who is reassigned according to Section B of Article XXIII shall be compensated at the rate of $230.00 per credit hour.

7. Coaches - Salaries for Professional Employees whose primary duty is coaching rather than classroom teaching shall be subject to mutual approval of the coach and the Board.

8. Miscellaneous Compensation - Chaperoning of co-curricular events shall be on a volunteer basis. Professional Employees who serve as faculty advisors for active on-campus student organizations with five or more members shall receive $40.00 per semester for such sponsorship.

ARTICLE IV

GROUP INSURANCE

A. The Board shall pay the total sum of $140.00 per month for the 1986-87 and 1987-88 academic years, for each Professional Employee toward premiums for medical insurance. The difference between the monthly medical insurance premium and the benefit total may be applied toward an annuity or for additional life insurance through College sponsored plans. Full premium for group term life insurance of $15,000.00 coverage for full-time Professional Employees whose base salary is $11,900.00 or more per year will be provided.

B. Formal written notification on a form provided by the College shall be made to the Dean of Administrative Services prior to August 15 each year as to the Professional Employee's subscription to insurance programs. At said time, the Professional Employee may elect to receive any portion of the above amount of the College's contribution as payment toward premium of insurance sponsored by the College. Newly contracted Professional Employees shall notify the Dean of Administrative Services of their election as to allocation of the above dollar amount prior to the 15th of the month within which they receive their first paycheck.

C. Upon resignation or discharge of a Professional Employee during the performance of the Professional Employee's contract, all Board support of insurance premiums, as elected by the Professional Employee, shall cease, effective date of termination.

D. A long-term, full-time Professional Employee (employed at the College for eight (8) or more consecutive years) may elect to remain enrolled in the College-sponsored health insurance program upon retirement from the College pursuant to the terms of the College-sponsored health insurance program and the conditioned upon the Professional Employee being solely responsible for the payment of the monthly premiums for said insurance coverage. Upon payment of each monthly premium in advance and subject to the terms of the health insurance policy, the retired Professional Employee may remain enrolled in the College-sponsored health insurance program until said individual is eligible for any medical assistance care as provided by federal or state governments or until such time that said retired Professional Employee obtains employment with any other employer or obtains some other form of health insurance coverage.

ARTICLE V

PAYROLL

A. Deductions - Payroll deductions will be restricted to federal and state income tax, retirement, social security, tax-sheltered annuities, and group insurance except as set forth below: Within 30 days, or where otherwise specified, after receipt of written authorization from the instructor, the Board shall deduct from the salary of the instructor and make appropriate remittance for :

1. Association Dues

    a. The Association shall submit membership names on or before October 1 so that the Board may begin deducting Association dues from instructors' regular October salary checks. Such authorizations shall continue in effect during the contract year unless revoked in writing to the President of the Association with a copy to the Clerk of the Board. Pursuant to such authorization, the Board shall deduct one-tenth (1/10) of such dues from the regular salary check of the instructor each month for ten (10) months. Any balance due upon the instructor's termination of employment shall be deducted from such instructor's final check. Prior authorizations existing on the effective date of this agreement shall continue in full force and effect unless and until revoked in writing by the employee.

    b. Authorization forms must be approved by the President of Pratt Community College.

    c. The Association shall indemnify and hold harmless the Board of Trustees from any and all claims, demands, suits, or other forms of liability (including specifically costs and attorney fees) that may arise out of or by any reason of any action taken or not taken by the Board for the purposes of complying with the provision "a." above or the authorization form.

2. Charitable Contributions

    a. Employees must declare on the approved, authorized form prior to September 1 if they desire any change in these deductions:

        --Pratt Community College Endowment Association
        --Pratt Community College Athletic Scholarship Foundation
        --United Fund

B. Method of Payment for Regular Academic Year - Professional Employees will be paid in twelve equal payments on the 22nd day of each month or on the last working day prior to that date except any employee upon written notice on a standard form furnished by the Board and received by the Board on or before April 1 shall receive their June, July, and August salary checks on the last payday of service of the regular academic year.

ARTICLE VI

TUITION

A. Professional Employees, their spouses and unmarried children living at home, may attend classes at the College tuition free, provided such individuals live in Pratt County, Kansas, and are not attending school on athletic scholarships.

ARTICLE VII

TRAVEL AND ATTENDANT EXPENSES

A. All travel and attendant expenses of Professional Employees shall be subject to prior approval of the Administration.

B. Travel by private cars shall be used (except for student activities or when otherwise directed by the Administration) and reimbursed at a rate not less than 20 cents per mile, subject to increase at Board's discretion should the cost of travel substantially increase.

C. Food, lodging and attendant expenses incurred during such authorized travel will be reimbursed to the Professional Employee upon filing appropriate receipts and College expense vouchers in accordance with the prior authorization.

ARTICLE VIII

FACILITIES AND EQUIPMENT

A. The Board shall determine and make arrangements through Professional Employees or others for the facilities and equipment necessary for Professional Employees to carry out their duties without charge to the Professional Employees, including such items as storage space, telephones, textbooks, supplies, work rooms, offices, and keys for areas Professional Employees are required to enter at times the same are not open for use.

ARTICLE IX

SICK LEAVE

A. Professional Employees shall receive sick leave of ten (10) days per year for the first three years of service, and fifteen (15) days per year thereafter, accumulative to ninety (90) days. Sick leave accumulated prior to this date shall be retained and count toward such 90 days. Sick leave shall only be used:

1. For illness or injury of the Professional Employee, including the time during which the Professional Employee is physically unable to perform normal work assignment because of childbearing; or

2. For necessary absence of the Professional Employee due to the illness of a member of his immediate family (spouse, child, parent of the professional employee, or any relative living in the immediate household of the Professional Employee), and subject to approval of the Administration.

B. Payment for sick leave shall be subject, when requested by the Board, to medical certification from the Professional Employee's medical doctor for any absence of three or more days. If the physician is chosen by the Professional Employee, such physician shall be paid by the Professional Employee. If the physician is chosen by the Board, such physician shall be paid by the Board. Accumulated sick leave shall terminate without pay at the time a Professional Employee's employment is terminated with the College.

C. Sick leave is eligible for use during any time the Professional Employee is actively employed during an academic year.

D. Professional Employees shall be advised in September of each year of the amount of their accumulated sick leave.

E. Accumulated sick leave shall terminate without pay when the Professional Employee leaves the employment of the College for any reason other than retirement. If accumulated sick leave is eighty percent (80%) or more of the working days in a semester, then a retiring Professional Employee shall be allowed to retire one (1) semester before such Professional Employee's normal retirement date without loss of pay or benefits during such semester.

F. A sick leave bank shall be established for Professional Employees who desire to do so on the following basis:

1. Professional Employees who have accrued ten (10) or more days of sick leave as of September 22 of each year shall be allowed to contribute two (2) of such days to the sick leave bank, to be administered by the President of the College after consultation with the President of the Association.

2. In the event a Professional Employee, who has contributed to the sick leave bank, becomes sick and has exhausted accrued sick leave, such Professional Employee may request that sick leave be granted from the sick leave bank. Upon approval, the College shall credit such person with such leave from the bank.

3. The Association shall be given a written accounting of the accumulated sick leave bank days on October 1 of each school year.

ARTICLE X

SABBATICAL LEAVE

A. Sabbatical leave for the regular academic year or any portion thereof may be granted to Professional Employees.

B. The Professional Employee shall be eligible for such leave if such Professional Employee has earned a Masters Degree and has had six years of service in the College.

C. Application for sabbatical leave is to be made in writing by the Professional Employee and submitted to the President prior to January 1, preceding the academic year for which the leave is desired, or at a later date if agreed to by the Professional Employee and the President of the College.

D. The Professional Employee on leave will receive no less than half pay and full fringe benefits if such Professional Employee meets the terms of the sabbatical leave and agrees to return to the College for not less than two consecutive years following such leave. Failure to return for such two year period will require the Professional Employee to repay the total sabbatical salary. Immediately upon accepting Sabbatical Leave the Professional Employee shall sign a promissory note in the amount of the sabbatical salary, due within one full year, with interest at 6%, in the event that such Professional Employee fails to return to the College for two consecutive years following such leave, unless terminated or non-renewed by the Board for legally permissible grounds. If the Professional Employee voluntarily leaves the employment of the College at any time during that two-year period following sabbatical leave, the Professional Employee will be required to make repayment according to the promissory note prorated according to the amount of that two years remaining.

ARTICLE XI

ACADEMIC YEAR LEAVE

A. Leave for one or two semesters to attend graduate school may be granted by the President. The Professional Employee applying for such leave must already have earned the Master's Degree and must have taught at the College at least four years. During the leave of absence the Professional Employee will not be paid a salary or other benefits except the following:

1. Sick leave shall continue to accumulate;

2. Group medical insurance shall be furnished as set forth in Article IVa;

3. Term life insurance shall be furnished as set forth in Article IVa based on the previous year's salary.

B. An agreement shall be made in writing between the College and the Professional Employee that:

1. The Professional Employee will be guaranteed the previous position occupied immediately after such Professional Employee's leave of absence (subject to the provisions relating to termination, non-renewal and retrenchment) and will be paid as if such Professional Employee had taught the previous year.

2. The Professional Employee will agree to reimburse the College the full expense of the medical insurance and the term life insurance if such Professional Employee chooses not to return after the leave of absence.

ARTICLE XII

PERSONAL LEAVE

A. Professional Employees will be granted up to two (2) days Personal Leave per year, non-accumulative without loss of pay.

B. Notification for such leave will be made in writing at least four (4) days prior to the date personal leave is to begin.

C. Personal leave may be granted any day before or after vacations with approval of the Administration.

ARTICLE XIII

PROFESSIONAL LEAVE

A. Professional Employees shall be granted one (1) day Professional Leave per year, non-accumulative, without loss of pay, subject to the approval of the Administration.

B. Notification for such leave will be made in writing at least ten (10) working days prior to the date professional leave is to begin.

ARTICLE XIV

BEREAVEMENT LEAVE

A. Professional Employees shall be granted necessary bereavement leave each occurrence without loss of pay as approved by the Administration.

ARTICLE XV

WITNESS AND JURY DUTY

A. Professional employees who present a court subpoena or summons to their Division Chairperson shall be granted a leave with pay to serve as a witness or on a jury.

ARTICLE XVI

ASSOCIATION RIGHTS

A. Duly authorized representatives of the Association shall be permitted to transact official Association business on College property at all reasonable times, provided that College activities are not interrupted.

B. Communication - The Association shall have the use of the teacher mail boxes for communications to teachers.

C. Use of Facilities and Equipment - The Association shall have the right to use College facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use. The Association shall have the right to use College buildings at reasonable hours for meetings. No charge shall be made for use of College rooms before the commencement of the College day nor until 10:00 p.m.

D. Information - The Board agrees to furnish to the Association all information to which it is entitled by law.

E. Board Agenda - The Board shall place on the agenda of each regular Board meeting any matters brought to its consideration by the Association so long as those matters are made known to the President's office seven (7) calendar days prior to said regular meeting.

ARTICLE XVII

EVALUATION OF STUDENTS

A. Each Professional Employee shall maintain the primary right and responsibility to determine grades and other evaluations of such Professional Employee's students.

B. No grade or evaluation shall be changed by the Board or Administration without approval of the Professional Employee except when shown to be clearly erroneous.

ARTICLE XVIII

PERSONNEL FILES

A. Examination of Files

1. Each Professional Employee shall have the right to examine the contents of such Professional Employee's personnel file upon request to the Dean of Instruction or the Dean's designee. This personnel file shall contain all information that has a direct bearing upon the Professional Employee's professional status at the College.

2. A representative of the Association, at the Professional Employee's request, may accompany the Professional Employee for the examination.

B. Review Derogatory Material

1. No material derogatory to the Professional Employee's conduct, service, character or personality shall be placed in the Professional Employee's personnel file unless the Professional Employee is given opportunity to review the material.

2. The Professional Employee shall have the right to answer any such material without regard to when it was placed in the personnel file and the Professional Employee's answer shall be affixed to the material and placed with it in the Professional Employee's personnel file.

C. Employee Additions

1. Each Professional Employee shall have the right to place additional materials related to his or her professional employment at Pratt Community College in the Employee's personnel file through the use of an annual Professional Report and a reasonable number of attachments.

ARTICLE XIX

ACADEMIC AND PERSONAL FREEDOM

A. The teachers seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire a meaningful awareness of the respect for the Constitution of the State of Kansas, and to instill appreciation of values of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning and in which academic freedom for teacher and student is encouraged.

B. Unreasonable limitations shall not be imposed by the Board upon the study, investigation, presentation and interpretation of facts and ideas concerning humans, human society, the physical and biological world, and other branches of learning.

ARTICLE XX

SUBSTITUTE TEACHING

A. No teacher shall be required to be a substitute teacher in classes of another teacher at the College. If Professional Employees serve as substitutes at the request of the Board, they shall receive substitute pay of $12.00 per contract hour.

ARTICLE XXI

REDUCTION IN FORCE

A. If the Board determines that there is a necessity for reduction in force because of financial exigency, decline or change in student composition or enrollment, or other valid reasons which will result in termination or non-renewal of any non-probationary Professional Employee(s), the following procedure shall be followed:

1. The teaching area as determined by the Administration where such reduction is to take place shall be designated by the Administration.

2. The Professional Employee(s) in such teaching area who has the least seniority (i.e., continuous service as a regular Professional Employee since such Professional Employee's last date of hire at the College) shall be selected for termination or non-renewal. If two or more Professional Employees have the same seniority, the one with the highest number of credit hours in teaching area in question will be released last.

3. If the Professional Employee to be released has more seniority than a Professional Employee in another teaching area named by the Professional Employee to be released, the Professional Employee to be released may take the position and full workload of classes or courses assigned to such other Professional Employee, provided the Professional Employee to be released makes such selection in writing within three (3) work days after notification by the Administration, and such Professional Employee to be released is as qualified as such junior Professional Employee to teach all of the classes or courses which such junior Professional Employee is scheduled to teach at the time the termination or non-renewal is scheduled to take place.

4. In the event of a reduction in staff due to the elimination of a program from the curriculum, the matter will be brought to the Curriculum and Instruction Committee for comments concerning the effect of such action on the total curriculum, and for advice and recommendations as to alternatives, if any, before the final decision is made whether or not to eliminate a program from the curriculum.

ARTICLE XXII

RETAINED RIGHTS

A. The Board shall operate and manage the College. It is understood that the rights of Professional Employees are set forth throughout the balance of this Agreement. Such rights shall not be abridged by this Retained Rights clause. However, subject only to the express limitations set forth elsewhere in this Agreement, the Board shall hire and transfer employees; discipline, reprimand, suspend or discharge employees for just cause; lay off and recall Professional Employees; determine the workload, work week, office hours, qualifications of Professional Employees, assignment of work, and select Professional Employees, make administrative evaluation of Professional Employees; extend contracts; determine the number of Professional Employees to be used in any classification or activity; prepare, enter into and execute individual principal or primary employment contracts between any Professional Employee and the Board which shall include by reference this Agreement; prepare, enter into and execute separate supplemental and summer school contracts, determine the period, curriculum and content of any school activity or course with due regard for academic freedom of teachers; establish or change rules, regulations and practices, but which shall not set aside other terms of this Agreement; close down or move the College or any part thereof or curtail operations; establish new departments or operations and discontinue existing departments or operations, in whole or in part, purchase or acquire and sell or dispose of any assets; control, maintain and regulate the use of buildings, equipment and other property of the College; introduce new or improved methods or equipment; subcontract work as the Board deems necessary or desirable; determine the number and location of operations, services and courses; and otherwise, generally manage the College and direct the employees. The Above rights are not all inclusive but enumerate by way of illustration the type of rights which belong to the Board.

B. All other rights, powers or authority which the Board had prior to the signing of the Agreement are retained by it, except those which have been specifically abridged, delegated or modified by this Agreement; it being understood and agreed that nothing in this Agreement shall restrict or modify the rights and duties of the Board as provided by law.

ARTICLE XXIII

PROFESSIONAL WORKLOAD

The following Section A shall continue in effect until July 1, 1987:

A. Normal Professional Workload - The professional workload shall consist of 26 to 34 credit hours or their equivalent per year in addition to miscellaneous assignments as set forth below.* The professional workload may be assigned for any combination of day or night, and on or off campus. Should a Professional Employee fail to achieve the normal professional workload, the Administration may assign summer classes as part of the regular load, not to exceed 31 credit hours. Class assignments shall be made after communicating with the Professional Employees involved. Class assignments will be given to Professional Employees within a reasonable time after known to the Administration in order to facilitate preparation and the ordering of books and materials.

The following Section A shall take effect and be binding after June 30, 1987.

A. Normal Professional Workload - The professional workload shall consist of 32 credit hours or their equivalent per year in addition to miscellaneous assignments set forth below.* The professional workload may be assigned for any combination of day or night, on or off campus. Should a Professional Employee fail to achieve the normal professional workload, the administration may reassign said Professional Employee to, not to exceed 32 credit hours,within the scope of the following categories:

1. additional classes and/or seminars;
2. curriculum development or review;
3. others as initially agreed upon by both parties.

Class assignments shall be made after communicating with the Professional Employees involved. Class assignments will be given to the Professional Employee within a reasonable amount of time after known to the Administration in order to facilitate preparation and the ordering of books and materials.

B. Reassignment - The Administration may reassign one class for each class cancelled for Professional Employees whose original assignment was for 31 or fewer credit hours. In the event that the Administration reassigns more than 31 credit hours, overload pay will be paid for the hours in excess of 31. For the Professional Employee whose original assignment was greater than 31 credit hours, the Administration may reassign hours up to the original assignment. Overload pay will be paid for reassigned hours in excess of 31 credit hours.

C. Hours on Campus - Professional Employees shall be required to be on campus for 34 hours per week including class time, miscellaneous assignments, and regular posted office hours. If a Professional Employee's normal professional workload includes night or off campus classes, a prorata reduction for travel time and classroom time will be made from the number of hours the Professional Employee is required to be on campus during the day.

D. Preparations - No more than six (6) preparations will be assigned to a full-time Professional Employee during any one semester. This limitation does not include physical education, music, multi-grouped instructional functions, TBA's and courses of less than the normal semester in length.

E. Subject Areas - No Professional Employee shall be required to teach in more than four (4) subject areas. Such subject areas include: Accounting, Agriculture, Auto/Diesel, Art, Biology, Building Trades, Business, Chemistry, Computer Science/Data Processing, Drama, Education, Electronics, Composition, Foreign Language, Graphics, Home Economics, History, Journalism, Literature, Management/Marketing, Math, Metal Technology/Welding, Music, Nursing, Physical Education, Physics/Physical Science, Psychology, Religion/Philosophy, Secretarial Science, Sociology, Speech, and all other subjects incorporated into the Pratt Community College schedule of classes as course prefix headings.

F. Miscellaneous Assignments - Professional Employees shall assist with final enrollment for the fall and spring semester, student registration, student counseling, advising and shall serve on standing committees.

G. Special Assignments - The Administration and a Professional Employee may agree on a reduced workload while such Professional Employee is carrying on special assignments for the College.

H. Time Off From Regular Duties - The Administration may approve time off from regular duties to be used for the conduct of College business, visitations to view instructional techniques, attendance at conferences, workshops or seminars, or for other professional purposes which benefit the College. In addition, Professional Employees may request time off from regular duties to attend KACC and KNEA conventions. The Professional Employee shall file request for approval to attend such activities with the Dean of Instruction at least ten (10) work days in advance of the absence.

I. Credit Hour Equivalencies - The following activities shall carry the following credit hour equivalencies for the purposes of compensation and workload as they affect Professional Employees. Other credit hour equivalencies may be added at any time by the mutual consent of the Board and the Association.

Credit Hour Equivalencies

	Semester	Year
Football Coach - Head	8	16
Football Coach - Assistant	4	8
Athletic Director - Assistant	8	16
Basketball Coach - Men's Head	8	16
Basketball Coach -Assistant	4	8
Basketball Coach - Women's Head	5	10
Track/Cross Country Coach	8	16
Volleyball Coach	5	10
Drama Activities Coordinator	2	4
Vocational Satellite Director	8	16
Newspaper Publications Coordinator	1	2
Yearbook Coordinator	1	2
Art Gallery Coordinator	1	2
Rodeo Coach - Head	8	16
Torch Editor	.5	1
Greenhouse Coordinator	1.5	3
Division Chairperson	4	8
Nursing - Level I Coordinator	2	4
Nursing - Level II Coordinator	2	4

The Administration has the right to increase any and all equivalencies listed without limit and without consultation with the Association.

*The Board shall establish an equivalent professional workload and responsibilities for Professional Employees who are not primarily classroom teachers.

ARTICLE XXIV

EVALUATION

Professional Employees shall be evaluated for constructive improvement, for determination of pay, and for retention. The following procedure shall be used:

A. Administrative Evaluation

1. At least one classroom visitation of each probationary-level teaching Professional Employee shall be made each semester by the Administration. Probationary-level teaching Professional Employees, prior to the end of the first semester of their second year of continuous employment shall receive notice of the Administration's overall evaluation of their performance, and of any deficiencies. Every non-probationary teaching Professional Employee shall be visited in the classroom by the Administration as it deems necessary, but at least once each three (3) years or sooner upon mutual consent of the teaching Professional Employee and Administration.
   Classroom evaluation criteria shall be the following:

   a. Satisfactory student-teacher interaction;
   b. Enthusiasm;
   c. Evidence of pre-planning and organization;
   d. Use of instructional equipment and materials;
   e. Clarity of presentations;
   f. Use of appropriate instructional format;
   g. Provision for alternate learning modes.

2. After the classroom visitation a written evaluation summary will be sent to the teaching Professional Employee. In those cases where there is need for immediate improvement, the Administration will schedule a conference at the earliest possible time but not later than five class days from the date of the evaluation. Two (2) copies of the evaluation summary shall be signed and dated with one copy to be given to the teaching Professional Employee and the other copy to be retained by the Administration.

3. Other Administrative evaluations may be made as necessary concerning the items set forth in Article XXV for the purpose of non-renewal or termination.

B. Student Evaluation of Teaching Professional Employees

1. All teaching Professional Employees shall be responsible for the administration of a Student-Teaching Professional Employee Evaluation to at least one class each semester. This class

shall be selected by the Administration in communication with the teaching Professional Employee.

2. Teaching Professional Employees, at their discretion, may ask some other responsible person to administer the evaluation to the students in their class. The point being that however the evaluation is administered it should be very clear to each student that every effort is being made NOT TO COERCE the student into making responses against the student's will due to teaching Professional Employee pressure.

3. While the students are filling out the evaluation form, it should be evident that absolutely no effort is being made on the part of the person administering the evaluation to see what responses the students are making on their papers. However, it should be equally evident to the students that the classroom is being monitored. This is to ensure that there is no collaboration between students in the class as to how each responds to the evaluation items. The exact place where the completed evaluation forms are to be left should be explained in detail BEFORE administration begins. A manila envelope or similar container should be used as a repository for the completed evaluation forms so that any given form could be placed in it in such a manner that the sequence of deposit or the identity of the student completing a particular form would be impossible to determine.

4. The person administering the evaluation forms should be in the classroom at all times but should not be near where the evaluation forms are to be turned in. This is again to provide assurance to the students that their identity will remain anonymous. It is suggested that the teaching Professional Employee would allot 15 minutes at the end of the class period for the evaluation process so that when students have completed the form they may leave the room.

5. The evaluations shall be administered prior to the final exam week. After personally reviewing the completed evaluation forms and thereby gaining information which might be used to immediately correct or modify the instructional approach, the evaluations shall be brought to the Dean of Instruction's office for tabulation and summarization.

6. The results will be made known to the teaching Professional Employee in a written summarization.

7. A copy of the student evaluation summary will be signed by both parties (teaching Professional Employee and Administration) with the original copy to be made part of the file with the Administration. The raw data forms will be returned to the teaching Professional Employee. The teaching Professional Employee will retain the raw data forms for a minimum of one year.

C. Professional Employee Information

On or before January 31 of each year each Professional Employee may complete the Professional Information Appraisal form. The Professional Information Appraisal form shall be used to review the teaching load, other College-related responsibilities, professional activities, community services, community activities and may contain other comments that the Professional Employee believes relevant to such Professional Employee's professional performance. The Professional Information Appraisal forms will be obtained from the Administration. A signed and dated copy shall be retained by the Professional Employee and a second sent to the Administration.

D. Conferences with Teaching Professional Employees

Before the close of the year, in cases where there has been a need for improvement, the teaching Professional Employee and the Administration shall hold a private conference. A review of the evaluations will be made and avenues for improvement will be discussed resulting in the setting of objectives and a timetable for improvement. A summary of the meeting will be written by the Administration, signed and dated by both parties and a copy given to the teaching Professional Employee with remaining copy retained by the Administration. The teaching Professional Employee may respond in writing to the summary. Such response shall be attached to the summary, dated and signed.

E. Evaluation of Non-Teaching Professional Employees

The Administration shall evaluate Professional Employees who are not teachers by observation, and other appropriate means. Suggestions for improvement shall be made and conferences held based upon the circumstances of each case.

ARTICLE XXV

NON-RENEWAL AND TERMINATION OF NON-PROBATIONARY EMPLOYEES' CONTRACTS

A. Except as otherwise provided by law or in the case of reduction in force, non-renewal and termination of non-probationary Professional Employees' contracts shall occur only for just cause. Just cause shall include the following:

   1. Immoral conduct as defined by law, or conviction of a felony crime;

   2. Incapacity or continuing illness after exhaustion of leave;

   3. Incompetency, insubordination, repeated inefficiency, repeated neglect of duty; dishonesty;

   4. Failure to comply within a reasonable period of time with reasonable requirements of the Administration, or Board, pertaining to professional duties, after written notice of the same.

B. Upon determination of the Administration that a Professional Employee is acting, or has acted, in such a manner as to cause concern as set forth above, the Administration shall notify the Professional Employee in writing of the area(s) of concern, and the act(s) of the Professional Employee causing same, and shall request a meeting at a time certain with said Professional Employee to discuss such area(s). The Professional Employee shall be entitled to have present at such conference a representative of such Professional Employee's choice. In the event such notice is not filed or processed in the manner set forth above, and within ten (10) work days after the activity causing concern is brought to the attention of the President, further action against the Professional Employee in this instance shall be forever barred, although such activity may be used in determining the action to be taken concerning any future incident. If the President determines there is need for discipline other than non-renewal or termination, the President shall proceed accordingly. If the President shall determine that just cause may exist for non-renewal or termination of the Professional Employee's contract, the President will do one of the following:

   1. The President will inform the Professional Employee of the President's intent to recommend to the Board the non-renewal or termination of the Professional Employee's contract in compliance with the requirements of due process according to K.S.A. 72-5436 et seq.; or

2. The President may, with the Professional Employee's consent, refer the matter to a disciplinary committee.

C. In the case of referral to a disciplinary committee, the following provisions shall apply:

1. The disciplinary committee shall consist of the Dean of Instruction or the Dean's designee (Chairman), the President of the Association or the President's designee, and a third person chosen by the Dean and the Association President (or their designees). The committee shall select one of its members to be recorder.

2. The committee shall meet within ten (10) work days after the President's referral of the matter to the committee. All evidence and relevant information shall be presented to the committee. After evaluating the evidence as presented, the committee must recommend within ten (10) work days and in writing to the President and the Professional Employee:

    a. no further action;
    b. disciplinary warning;
    c. placing the Professional Employee on disciplinary probation;
    d. non-renewal of the Professional Employee's contract; or
    e. terminating the Professional Employee's contract immediately.

3. If the committee recommends disciplinary probation, and if such recommendation is acceptable to the President, it must develop and implement a plan for correcting the areas of concern to extend over one full semester. Written copies of all conclusions, determinations, and recommendations in this regard shall be issued by the committee to the President and the Professional Employee within a reasonable period of time. At the end of the disciplinary probationary period the committee must meet to determine compliance with the committee's recommendations and success of the Professional Employee's efforts. The committee must within a reasonable period of time issue a written report in this regard to the President and the employee, recommending:
    a. removal of the employee from disciplinary probation;
    b. extension of probation and committee supervision; or
    c. non-renewal of the employee's contract.

4. The Association recognizes the right of the President and the Board to make the final determination of employment following any recommendations of the disciplinary committee. No part of this process is intended to take the place of the requirements of due process under K.S.A. 72-5436 et seq.

ARTICLE XXVI

RETIREMENT

A. Appointments expire as of the end of the academic year in which a Professional Employee reaches (70) years of age. Employment after seventy (70) years of age, if any, shall be subject to the mutual agreement of the Board and the Professional Employee involved.

B. The Board may offer early retirement before age seventy (70) on terms and conditions established by the Board.

ARTICLE XXVII

GRIEVANCE PROCEDURE

Grievances of a Professional Employee with respect to the interpretation or application of this Agreement (except matters relating to termination and non-renewal of non-probationary Professional Employees who shall have rights of due process as provided by Kansas Statutes) shall be handled as follows:

A. Procedure

1. Step 1. Informal Procedure - The grievant shall request an informal conference with the Division Director within five (5) days after the grievance.

2. Step 2. Formal Grievance Procedure

    a. If the grievant has been unable to have a conference with the Division Director within five (5) days of the above request, or if the grievance is not resolved through the Informal Procedure set forth in Step 1, the grievant may file a grievance in writing stating in detail the facts of which the grievant complains and the provisions of the Agreement which are alleged to have been violated. No grievance shall be filed or processed based on facts or events which have occurred more than fourteen (14) days before the grievance is filed. Grievances shall be deemed filed when delivered in writing to the President of the College or the President's designee. One copy of the grievance shall be delivered to the President's office, one to the Association's President or the Association President's designee (as last submitted by the Association to the Dean of Instruction), and one shall be kept by the grievant.

    b. The President or the President's designee shall review the grievance and the record of the above procedures, together with any additional evidence or oral argument presented by the grievant. The President or the President's designee may also hear other evidence or oral argument. Within fourteen (14) days after delivery of the grievance at his office, the President or the President's designee shall render a written decision, one copy of which shall be delivered to the grievant and one copy to the Association's President or the Association President's designee.

c. If a solution satisfactory to the grievant and the Administration has not been reached through the above procedures, the grievant may appeal the decision in writing to the Board within five (5) days after the grievant's receipt of the decision of the President or the President's designee. The Board will review the grievance and the record of the above procedures and hear the matter in dispute. Any pertinent evidence or argument which the grievant desires to submit or which the Board deems necessary may be presented at such hearing and the parties shall have the right to cross-examine witnesses who are called to testify. The Board shall thereafter render its decision in writing. One copy of the Board's decision shall be delivered to the grievant, one copy to the President, and one copy to the Association's President or the Association President's designee.

B. Rules

Grievances shall be processed according to the following rules:

1. If at any stage of the grievance procedure, the grievant does not take the next step within the time allotted, the grievance shall be settled in the manner recommended or decided by the Administration at the last step.

2. All reference to number of days in this procedure shall be determined to mean working school days. In the event a grievance is not filed or processed in the manner and within the times set forth above, it shall be forever barred.

3. Grievances shall be processed as rapidly as possible. The number of days indicated at each level shall be considered a maximum and every effort shall be made to expedite the process in a shorter period of time. The parties may mutually agree in writing to extend any of such time periods.

4. It is agreed that the grievant may request and receive information in the possession of the Board necessary for the processing of said grievance and to which the grievant is entitled by law.

5. The grievant may withdraw the grievance at any level.

6. All parties shall have the right to have counsel or a representative present with them at each phase in the formal grievance procedure.

7. Grievances shall be filed by the Professional Employee(s) involved. If more than one Professional Employee could file such grievance, then it may be filed by the Association.

8. It is agreed that nothing in the above procedures shall be interpreted in such a way as to modify or reduce the rights guaranteed under the Constitution and laws of the United States and the State of Kansas.

ARTICLE XXVIII

SUPPLEMENTAL CONTRACTS

A. Supplemental agreements shall receive pay as shown at the attached Exhibit B. Such supplemental agreements shall be voluntary and neither the Board nor any Professional Employee shall be required to enter into any such agreement. Supplemental and extended contracts shall be issued to those Professional Employees as in the 1984-85 school year at a level no less than the 1984-85 contracts.

ARTICLE XXIX

PART-TIME EMPLOYEES

A. Regular part-time Professional Employees are those who:

1. are employed for the full academic year to teach 20 or more but less than 26 credit hours or their equivalent; or

2. are employed by semester to teach at least 10 credit hours for such semester.

B. Regular part-time Professional Employees shall have the same rights and responsibilities as full-time Professional Employees except salary, benefits (not to exceed those granted to full-time Professional Employees) and professional workload which shall be individually negotiated by each regular part-time Professional Employee and the Board.

ARTICLE XXX

SUMMER SESSION

Summer session classes shall be taught under a separate contract subject to the following terms and conditions:

A. Professional Employees teaching summer session classes having eight or more students enrolled shall be paid at the rate of $260.00 per credit hour.

B. Professional Employees teaching summer session classes with less than eight students enrolled shall be paid on a prorata basis. For example, $195.00 per credit hour would be paid for a summer session class with six students.

C. Summer session classes with less than five students enrolled shall be offered only upon the agreement of the assigned Professional Employee and the Administration.

D. Summer session classes shall be offered to full-time Professional Employees who regularly teach those subjects during the academic year. If such opportunity is declined, a part-time instructor who is not a Professional Employee may be employed by the College.

E. Any summer session teaching assignments offered to Professional Employees will be submitted to the Professional Employee by April 1 (beginning April 1, 1978) and must be returned by the Professional Employee to the Administration by April 15 of such year or the offering will be considered declined.

F. The balance of this Agreement shall apply where applicable except the provisions for Professional Workload and the various benefits for Professional Employees which shall be governed by the individual Summer Session contracts.

ARTICLE XXXI

GRANTS

A. Any grant obtained by a Professional Employee in which the College is responsible for equipment or staff time and auditing or bookkeeping must be submitted for approval to the Board prior to submission of the grant.

B. If College equipment, staff, and auditing are not required, and if a Professional Employee's professional obligations to the College are not abridged, then there shall be no restriction on the amount earned by a Professional Employee as a result of such Professional Employee's authorship of, direction of, or part in a grant or grant program, provided the Professional Employee notifies the Administration of the Professional Employee's intent to participate in such grant or grant program.

ARTICLE XXXII

FACULTY DEVELOPMENT PROGRAM

A. The Dean of Instruction will cause to happen through the Division Chairperson structure an annual faculty development program. The Division Chairperson personnel will be responsible for devising a comprehensive plan involving a minimum of one-third of the faculty annually and will report to the Dean of Instruction concerning the progress of the plan and the progress of the individuals participatingin the plan annually.

B. It is the intention of this clause that all full-time Professional Employees participate in the faculty development plan in the three-year time.

ARTICLE XXXIII

SAVINGS CLAUSE

A. In the event any provision of this Agreement is finally ruled invalid under any appropriate state or federal law or regulation, the balance of the Agreement not affected by such ruling shall remain in full force and effect and the Board shall meet with the Association in a good faith effort to work out appropriate provisions to correct such invalidity. If the parties are unable to reach agreement, then either or both parties may make a request for the impasse procedures set forth in K.S.A. 72-5426 and following.

ARTICLE XXXIV

DURATION OF AGREEMENT

A. This Agreement shall be for the period beginning July 1, 1986, and ending June 30, 1988. The Board and the Association have agreed to the salary schedule shown as Exhibit A, Page 1 for the year beginning July 1, 1986 and ending June 30, 1987, and the salary schedule shown as Exhibit A, Page 2, is scheduled to be implemented for the year beginning July 1, 1987, and ending June 30, 1988.

B. The increase for the second year will take place automatically unless the Association notifies the Board of Trustees by May 1, 1987, or three (3) after the State Legislature has adjourned the session, that two (2) of the following five (5) events have occurred, in which case negotiations on salary and issues related to salary may be reopened:

1. There is a 5.25%, or greater, increase in the total amount of credit hour state aid and state out-district entitlements received for the period July 1, 1986, through April 1, 1987, as compared to the period July 1, 1985, through April 1, 1986. These figures are to be obtained from the official reports published by the Assistant Commissioner for Financial Services of the Kansas State Department of Education.

2. There is a 5.25%, or greater, increase in the estimated 1987 assessed valuation as received from the Pratt County Clerk as compared to the 1986 valuation. Should this factor be the potential second critical triggering factor, the final decision to reopen will not be made until the official certification is received from the Pratt County Clerk.

3. There is a 5.25%, or greater, increase in the amount of State Academic Credit Hour Aid per credit hour as finally determined by the Legislature of the State of Kansas.

4. The institution received an institution-wide grant in excess of $150,000, not to include program specific or facilities and equipment grants. Institutional matching funds are not to be included in figuring the $150,000 total.

5. That the percent change in the March 1987 Consumer Price Index (CPI-U) for the U.S. City Average is 5.25%, or greater, as compared to the same date one year prior.

C. Should negotiations be reopened on salary for the second year of the contract, it is understood that either side may add the contact hour issue to the negotiations agenda.

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